# Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry

## SECOND WITNESS STATEMENT OF VINCENZO SANFILIPPO

I, Vincenzo (Vince) Sanfilippo, General Manager (Queensland and Papua New Guinea) of CPB Contractors Pty Ltd (**CPB**), headquartered at 520 Wickham Street, Fortitude Valley, in the State of Queensland, swear as follows:

### Background

1. On 10 March 2026, I made a statement in response to a notice issued by Stuart John Wood AM KC (**Mr Wood**), the Commissioner appointed pursuant to the *Commissions of Inquiry Order (No. 2) 2025* (**First Statement**).

2. The focus of the First Statement is the Cross River Rail Project (**CRR Project**).

3. Further to the First Statement, I now make this second statement in response to an additional notice issued by Mr Wood, dealing mostly with matters other than the CRR Project.

4. Attached to this Statement is a Bundle of documents (**Second Bundle**). I refer to relevant documents by reference to the exhibit and page number of the Second Bundle.

5. I otherwise refer to and repeat the background matters set out at paragraphs [3] to [10] of my First Statement.

### Cairns Convention Centre

6. In June 2018, the Queensland Government confirmed $176m in funding for the refurbishment of the Cairns Convention Centre, together with a 10,500sqm expansion of the Centre, which included an expanded main entrance lobby area, a lecture hall, an exhibition space, meeting rooms, a terrace, and a 500-person banquet room with adjoining pre-function space (**CCC Project**).

7. The Department of Housing and Public Works (**DHPW**) was responsible for procuring and managing the CCC Project.

8. In September 2019, DHPW commenced procurement for the appointment of a managing contractor for the CCC Project. The procurement process was a Select Invitation Tender with preliminary information released to selected tenderers.

9. On 6 September 2019, CPB received an Agenda for a Pre-Tender Briefing scheduled for 11 September 2019.

10. A copy of the Agenda is at **Annexure VS-23**, **pages 2 to 5** of the Second Bundle

11. On 11 September 2019, CPB participated in a Pre-Tender Briefing. DHPW gave a PowerPoint presentation at the Briefing.

12. A copy of the PowerPoint presentation is at **Annexure VS-24**, **pages 6 to 21** of the Second Bundle.

13. Of note was the inclusion of the State Secretary's for the CFMEU, AMWU, ETU and Plumbers Union in the invitation to the Pre Tender Briefing.

14. ~~On 18 October 2019~~, CPB confirmed its desire to participate in the tender.

15. As part of the tender process for the CCC Project, DHPW issued a tender pack that contained the relevant documentation needed for contractors to be able to submit their tender (**CCC Tender Pack**). The CCC Tender Pack included a proposed contract containing the terms and conditions upon which it was proposed that the State of Queensland as principal would engage the managing contractor (**CCC Contract**).

16. On 14 October 2019, CPB was provided with Addendum #7 to the CCC Tender Pack (**Addendum #7**), which consisted of the following documents:

    (a) A tender form to be filled out by tenderers (**CCC Tender Form**);

        A copy of the CCC Tender Form is at **Annexure VS-25**, **pages 22 to 23** of the Second Bundle.

    (b) A revised CCC Contract.

        A copy of the revised CCC Contract is at **Annexure VS-26**, **pages 24 to 115** of the Second Bundle.

    (c) A new Schedule 17 to the CCC Contract.

        A copy of the new Schedule 17 to the CCC Contract is at **Annexure VS-27**, **pages 116 to 240** of the Second Bundle.

17. The subject matter that was the content of Addendum #7 had not previously been raised with CPB by DHPW.

18. The Addendum #7 documents, which were issued four days before the tender deadline, caused CPB significant concern. The impact of the Addendum #7 documents was such that we felt we would experience significant difficulty in being able to deliver the CCC Project. As well, we felt that any agreement to the Addendum #7 documents would contravene the *Code for the Tendering and Performance of Building Work 2016* (**Code**) and the *Fair Work Act 2009* (Cth).

19. On 18 October 2019, CPB submitted its tender on the CCC Project. In our cover letter accompanying the tender, we communicated our position on the Addendum #7 documents.

20. A copy of the cover letter is at **Annexure VS-28**, **page 241** of the Second Bundle.

21. CPB also submitted an executed Tender Form, but not before making amendments to the form that made our position clear on the Addendum #7 documents.

22. A copy of the executed Tender Form is at **Annexure VS-29**, **pages 242 to 247** of the Second Bundle.

23. As is normally the case, I expected CPB to have some dialogue with DHPW following the submission of our tender, as requests for clarity and further information are an inevitable feature of the post-tender period, particularly with the nature of the matters which were raised.

24. However, in this instance, CPB did not hear anything further from DHPW in relation to the CCC Project. Unusually, there were no meaningful post-tender discussions at all.

25. On 5 December 2019, the Queensland Government announced that another contractor, Lendlease, had been appointed as the successful tenderer.

26. A copy of the press release is at **Annexure VS-30**, **pages 248 to 249** of the Second Bundle.

**Southern Queensland Correctional Centre Project**

27. In June 2019, the Queensland Government announced plans to build a $618m men's prison near Gatton, which was then known as Stage 2 of the Southern Queensland Correctional Precinct (**SQCC Project**). It has since been officially named the "Lockyer Valley Correction Centre".

28. A copy of the Government's press release is at **Annexure VS-31**, **pages 250 to 251** of the Second Bundle.

29. Queensland Corrective Services engaged the Department of Energy and Public Works (**DEPW**) to procure and manage delivery of the SQCC Project. By this stage, DHPW had undergone a machinery of government change to become DEPW.

30. On 11 March 2020, CPB received from DEPW a tender pack for the SQCC Project that contained the relevant documentation needed for contractors to be able to submit their tender (**SQCC Tender Pack**).

31. The SQCC Tender Pack included the following documents:

    (a) Conditions of Tender.

        A copy of the Conditions of Tender is at **Annexure VS-32**, **pages 252 to 289** of the Second Bundle.

    (b) A proposed contract containing the terms and conditions upon which it was proposed that the State of Queensland as principal would engage the managing contractor (**SQCC DCM Contract**).

        A copy of the SQCC DCM Contract is at **Annexure VS-33**, **pages 290 to 383** of the Second Bundle.

    (c) Schedules to the SQCC DCM Contract.

        A copy of the schedules to the SQCC DCM Contract is at **Annexure VS-34**, **pages 384 to 545** of the Second Bundle.

32. CPB maintained the position that compliance with the mandatory nature of enforcing BPIC compliance was unlawful and accordingly, made the tender offer on that basis.

33. On 22 April 2020, CPB submitted its tender for the SQCC Project.

34. On 12 August 2020 another contractor, John Holland, was announced as the successful tenderer for the SQCC Project.

**Cooroy to Curra (Section D2) Project**

35. The Bruce Highway Upgrade is one of the largest road infrastructure programs in Queensland and is being delivered by the Department of Transport and Main Roads (**DTMR**). It is being carried out in numerous sections and phases and involves numerous projects.

36. The realignment and upgrade of the Bruce Highway to 4 lanes between Cooroy and Curra was a program that was split into four sections, A through to D.

37. Section D, which was the final section of the program to be delivered, consisted of a 26km, 4-lane divided highway between the existing Bruce Highway interchange at Woondum, south of Gympie, and Curra, north of Gympie.

38. In turn, the Woondum to Curra Project (being Section D) was delivered pursuant to two separate construction contracts. Contract 1 consisted of an upgrade between the Woondum interchange and Sandy Creek Road. Contract 2 consisted of an upgrade between Sandy Creek Road and Curra (**C2C-D2 Project**). It was a construct only contract.

39. As part of the open tender process run by DTMR, on 15 September 2020, CPB submitted its bid to complete the C2C-D2 Project. CPB's original tender price of $255m was the lowest of all the offers made for the C2C-D2 Project. When combined with our experience, CPB was in prime position to win the C2C-D2 Project.

40. There was limited activity on the tender for about the next two months. During this period, we had limited interactions with DTMR about our bid and the C2C-D2 Project more generally. This was due to the fact that the government had entered caretaker mode in the lead up to the 2020 State Election that was held on 31 October 2020. One question we were asked in this period concerned the number of workers who would be employed on the project if CPB's bid was successful.

41. On 17 November 2020, CPB received Request for Clarification #11 (**RFC #11**) from DTMR. RFC #11 related to our proposed approach to industrial relations on the C2C-D2 Project.

42. Whilst these matters seemed relatively general and high level, it was unusual to receive such a request from DTMR. Historically, DTMR had taken the position that management of industrial relations was a matter for the contractor, at their risk, to deal with.

43. A copy of RFC #11 is at **Annexure VS-35**, **page 546** of the Second Bundle.

44. On 20 November 2020, CPB provided a response to RFC #11.

45. CPB's response to RFC #11 is at **Annexure VS-36**, **pages 547 to 548** of the Second Bundle.

46. On 25 November 2020, and as a follow-up to our response to RFC #11, CPB received Request for Clarification #12 (**RFC #12**) from DTMR. RFC #12 requested additional information in relation to our proposed management of industrial relations on the C2C-D2 Project.

47. A copy of RFC #12 is at **Annexure VS-37**, **page 549** of the Second Bundle.

48. On 1 December 2020, CPB provided a response to RFC #12.

49. CPB's response to RFC #12 is at **Annexure VS-38**, **pages 550 to 551** of the Second Bundle.

50. On 17 December 2020, I received a call from Amanda Yeates (**Ms Yeates**), who was then Deputy Director General – Infrastructure Management Delivery within DTMR. During the phone call, Ms Yeates advised that the State had concerns regarding CPB's approach to industrial relations, and that the State had somewhat negative views about the industrial relations outcomes on the CRR Project. She also said that, post-election, the

government was bringing the Best Practice Industry Conditions (**BPIC**) into transport projects, and that the C2C-D2 Project was one of three projects that had been tendered prior to the election that was now required to make best endeavours to align with BPIC.

51. I expressed my concerns based on my visibility of the approach in the recent building tenders and advised that the expectation that all personnel on the C2C-D2 Project would be forced to adopt BPIC was problematic in many ways and possibly unlawful. I suggested to Ms Yeates that DTMR should obtain legal advice on the matter, which she agreed to do. I do not recall precisely when this occurred, but I remember that Ms Yeates advised me in subsequent conversations that my understanding of the legal and code implications was correct.

52. During the call, I also asked Ms Yeates for visibility on what conditions would be introduced. Later that day, I received an email from Ms Yeates attaching a draft BPIC document for DTMR projects.

53. A copy of the email from Ms Yeates and attachment is at **Annexure VS-39**, **pages 552 to 650** of the Second Bundle.

54. I did not understand Ms Yeates to be seeking feedback on the document. Rather, she was giving me a heads up as to what was coming regarding the Government's policy.

55. Some weeks later, the BPIC was officially released in the public domain, under the title "*Best Practice Industry Conditions for Department of Transport and Main Roads Civil Construction Projects*" (**Transport BPIC**).

56. A copy of the Transport BPIC as originally released is at **Annexure VS-40**, **pages 651 to 724** of the Second Bundle.

57. Throughout January and February 2021, there was considerable dialogue between CPB and DTMR about the proposed application of BPIC to the C2C-D2 Project, which caused delays to the commencement of the C2C-D2 Project. On 5 February 2021, this culminated in CPB being issued with Request for Clarification #18 (**RFC #18**) from DTMR.

58. A copy of RFC #18 is at **Annexure VS-41**, **pages 725 to 727** of the Second Bundle.

59. On 26 February 2021, CPB provided a response to RFC #18.

60. CPB's response to RFC #18 is at **Annexure VS-42**, **pages 728 to 737** of the Second Bundle.

61. On 8 March 2021, DTMR acknowledged CPB's response to RFC #18 and accepted the proposal made therein. DTMR's response also advised that the tender schedule would include an extra $23 million to be added to the agreed price to reflect the cost of implementation of the Transport BPIC on the C2C-D2 Project.

62. A copy of DTMR's response is at is at **Annexure VS-43**, **pages 738 to 741** of the Second Bundle.

63. On 17 March 2021, the contract to deliver the C2C-D2 Project was awarded to CPB. This was communicated via a letter of acceptance from DTMR.

64. A copy of DTMR's letter of acceptance is at **Annexure VS-44**, **pages 740 to 742** of the Second Bundle.

65. Shortly after being awarded the C2C-D2 Project, CPB commenced negotiating a Greenfield Agreement with the AWU. It was CPB's view that the AWU was the union that

had majority coverage over the C2C-D2 Project, noting it was civil in nature. CPB were also mindful of the difficulties and delays we had encountered in trying to bargain with the CFMEU and wider Building Trade Group on the CRR Project. There was a relatively short period between when we were awarded the job and when we would have to commence major works if we wanted to avoid liquidated damages. We did not have time to go through the protracted process the CFMEU put us through on the CRR Project.

66. On 12 May 2021, the *CPB Contractors Pty Ltd Cooroy to Curra Greenfields Agreement 2021* (**C2C EA**) was signed by CPB, which was subsequently approved by the Fair Work Commission. The approval decision is: *Application by CPB Contractors Pty Limited* [2021] FWCA 3348. Unlike the Transport BPIC conditions, the C2C EA provided productivity friendly clauses with suitable flexibility to ensure the project could be delivered without interference.

67. A copy of the C2C EA (including the approval decision) is at **Annexure VS-45, pages 743 to 805** of the Second Bundle.

68. The C2C EA was the first enterprise agreement for a transport project negotiated within the BPIC regime. The enterprise agreement provided a pragmatic, flexible approach and ability for the contractor to retain control of the site's productivity. I observed that it was ultimately adopted as a template by many civil industry contractors who, in the years that followed, were exposed to the compliance pressures of the Transport BPIC. In doing so, they sought to retain a productive and pragmatic approach to working within this new environment.

69. The C2C EA became publicly accessible on the Fair Work Commission's website after it was lodged for approval. Within days of this occurring, I was requested by DTMR's Director General, Neil Scales (**Mr Scales**), to attend a meeting with him and multiple unions to discuss the agreement.

70. On 21 May 2021, I attended a meeting at 1 William Street. The following people attended:

(a) DTMR – Mr Scales, Ms Yeates and Deanne Hawkswood (**Ms Hawkswood**), General Manager, Strategic Procurement;

(b) CPB – Chris Butler and me;

(c) CFMEU – Michael Ravbar (**Mr Ravbar**) and Jade Ingham (**Mr Ingham**);

(d) AWU – Steve Baker (State Secretary) (**Mr Baker**) and Mark Raguse (Assistant State Secretary);

(e) ETU – Peter Ong (State Secretary); and

(f) PPTEU – Gary O'Halloran (State Secretary).

71. The meeting was relatively short. Largely, it involved the representatives of the CFMEU aggressively challenging CPB and criticising the C2C EA and the lack of involvement by the CFMEU in the negotiation. At other times during the meeting, the CFMEU criticised the AWU for their involvement in the bargaining process as well. The other unions' representatives did not say much during the meeting. Although Mr Scales attended in person, Ms Yeates and Ms Hawkswood attended via video link. At the time I thought this a wise move from Mr Scales in shielding his staff from what would inevitably be a hostile and uncomfortable meeting.

72. There were two notable moments during the meeting that I distinctly remember:

(a) Mr Ravbar arrived late to the meeting. He was the second-last attendee to arrive. Mr Scales was the last to arrive, due to being held up in a prior meeting. Upon Mr Ravbar arriving, he expressed displeasure that Mr Scales was late. He went on to refer to Directors General, generally, as "*lazy cunts*" and suggested they were overpaid.

(b) At one point, Mr Baker asked Mr Scales his thoughts on the C2C EA and Mr Scales responded by advising he thought it was a good agreement. This attracted a strong reaction from Mr Ravbar who suggested to Mr Scales that he should "*choose [his] words very carefully*". This remark was delivered in a threatening tone.

73. It was not clear to me what the CFMEU were seeking to achieve out of this meeting. My approach going into the meeting was to be non-confrontational and to not make any comments unless necessary.

74. On 16 October 2024, CPB completed the C2C-D2 Project. At its peak, over 110 workers were directly employed on the Project. In the Final Performance Report for the C2C-D2 Project, the Contract Administrator was invited to make some overall comments about the Project. Those comments were as follows:

> The Contractor's overall performance on the project is considered to be above average. The Contractor mobilised a team for the project that contained the required blend of skills and experience to manoeuvre the project for a good result. During the course of the works, the project experienced unprecedented levels of wet weather and hyper escalation of market conditions due to external influences. The Contractor overcame these issues and got on with the project. Ultimately, the project was delivered on time and within budget and with no outstanding claims at Practical Completion. The Administrator and his staff would have no hesitation with working with CPB on future projects.

**Prequalification for BPP Building Projects**

75. In September 2022, DEPW announced that it had introduced a new Building Policy Framework that incorporated Best Practice Principles (**BPP**) for major building construction projects, and a requirement to prequalify head contractors and subcontractors for BPP projects, including a requirement for contractors to confirm their understanding of BPP and the "Queensland Government's key terms and conditions that reflect best practice for major projects".

76. A copy of a newsflash published by DEPW that contained this announcement is at **Annexure VS-46**, **pages 806 to 807** of the Second Bundle.

77. The consequence of this policy was that contractors had to be prequalified by DEPW before it was allowed to tender for head contractor work on applicable Queensland Government BPP Building Projects (**Prequalification**).

78. Contractors could apply for Prequalification by submitting an online application on a portal set up by DEPW. The portal included a publicly accessible webpage that showed which contractors had applied for Prequalification and whether the application had been approved.

79. On 5 December 2022, CPB submitted its application for Prequalification.

80. A copy of CPB's application for Prequalification is at **Annexure VS-47**, **pages 808 to 842** of the Second Bundle.

81. On 11 January 2023, CPB received a response to its application from Lyn Mayberry (**Ms Mayberry**), Acting Prequalification and Compliance Registrar. In her response, Ms Mayberry sought additional information from CPB in relation to its application.

82. A copy of Ms Mayberry's email is at **Annexure VS-48**, **pages 843 to 844** of the Second Bundle.

83. On 16 February 2023, CPB provided a detailed response to Ms Mayberry.

84. Following this, there were several interactions with Ms Mayberry, all of which appeared to be part of a genuine attempt to obtain clarification from CPB as to our application or to obtain further minor details from us. The last interaction of this nature was on 20 February 2023, when CPB provided our ISO 14001 Certificate, which is our environmental certification, in response to a request that we had received.

85. Thereafter, CPB did not receive any response or update regarding our application for Prequalification for several weeks.

86. On 14 March 2023, CPB sent an email to Ms Mayberry requesting an update as to our application. We were anxious to finalise the process as the tender submission deadlines for two hospital projects that CPB were tendering for — the Townsville University Hospital Expansion Project (**TUHE Project**) and the New Bundaberg Hospital Project (**Bundaberg Hospital Project**) — were approaching. We were concerned that, without Prequalification, we would be precluded from the tender process. I deal with those tenders below.

87. A copy of our email of 14 March 2023 is at **Annexure VS-49**, **pages 845 to 849** of the Second Bundle.

88. On 29 March 2023, CPB sent another email to Ms Mayberry, referencing that the DEPW online platform had advised that there would be a 6 to 8 week turnaround on applications. By this time, the period had been exceeded, and I had observed that other contractors who had submitted their applications around the same time as CPB had been registered within a matter of weeks.

89. A copy of our email of 29 March 2023 is at **Annexure VS-50**, **pages 850 to 855** of the Second Bundle.

90. No response was received from Ms Mayberry.

91. It was at this point that there was distinct change in response and tone from DEPW.

92. On 31 March 2023, CPB received correspondence from Logan Timms (**Mr Timms**) who was the Executive Director, Strategy – Strategy and Policy and Building Contract Management for DEPW. Among other things, Mr Timms requested access to unredacted minutes of CPB's board meetings.

93. A copy of Mr Timms' letter is at **Annexure VS-51**, **pages 856 to 860** of the Second Bundle.

94. This request for information was similar to a request dated 8 May 2020 that had previously made by Helen Burgess (**Ms Burgess**) on behalf of Workplace Health and Safety Queensland (**WHSQ**) in relation to the CRR Project (**Previous WHSQ Request**).

95. A copy of the Previous WHSQ Request is at **Annexure VS-52**, **pages 861 to 867** of the Second Bundle.

96. Further, Mr Timms' letter referenced a fatality which had occurred on a CPB project, and the significant volume of safety incidents and WHSQ notices issued to CPB.

97. The fatality referred to in the letter was a tragic incident entirely outside of CPB's control. It involved an unlicensed driver losing control of a stolen car that was being driven at excessive speed through one of our worksites. The car crashed and a traffic controller working on the project was killed. It was dealt with by QPS as a criminal matter, and the driver ultimately received a custodial sentence.

98. Similarly, the large number of WHSQ notices issued to CPB and referred to in Mr Timms' letter were because of the campaign against the CPB by the CFMEU in relation to the CRR Project.

99. On 14 April 2023, CPB responded to Mr Timms' letter. I signed the letter in response on behalf of CPB.

100. A copy of my letter dated 14 April 2023 is at **Annexure VS-53**, **pages 868 to 870** of the Second Bundle.

101. On 26 April 2023, Mr Timms responded to my letter via email. In his email, Mr Timms reiterated the request for access to unredacted board documents.

102. Mr Timms' email is at **Annexure VS-54**, **pages 871 to 874** of the Second Bundle.

103. On 27 April 2023, Mr Timms provided a follow up email personally naming the CPB directors in the context of his request. He stated that the provision of the documents he requested would be a way for the directors to evidence their compliance with the duties they hold under s 27 of the *Work Health and Safety Act 2011* (Qld) (**WHS Act**).

104. A copy of Mr Timms' email is at **Annexure VS-55**, **pages 875 to 878** of the Second Bundle.

105. On 28 April 2023, CPB responded to Mr Timms' emails. I signed the letter in response on behalf of CPB.

106. A copy of my letter dated 28 April 2023 is at **Annexure VS-56**, **pages 879 to 880** of the Second Bundle.

107. On 8 May 2023, CPB received a letter from Mr Timms which restated the DEPW request and advised as follows: "*based on a preliminary review of the supporting information received from you, we have identified considerable gaps in the information that we would anticipate being provided to support a successful prequalification application*".

108. A copy of Mr Timms' letter is at **Annexure VS-57**, **pages 881 to 884** of the Second Bundle.

109. In a final attempt to overcome what CPB perceived to be unusual barriers to our Prequalification, under cover of a letter dated 10 May 2023, CPB agreed to provide the same information that it had provided in response to the Previous WHSQ Request.

110. A copy of my letter dated 10 May 2023 is at **Annexure VS-58**, **pages 885 to 1092** of the Second Bundle.

111. We were reluctant to provide this information. The reason for our reluctance stemmed from concerns we had regarding confidentiality of the information. I understood that the information previously provided to WHSQ was covered by confidentiality provisions contained in s 271 of the WHS Act. We were not convinced that the same protections

would apply if we provided the information to DEPW. To try and address this, in our cover letter we noted the provisions of s 271 and the confidential nature of the material.

112. On 22 May 2023, CPB received a letter from Mr Timms confirming that CPB had failed to achieve Prequalification.

113. A copy of Mr Timms' letter is at **Annexure VS-59**, **pages 1093 to 1096** of the Second Bundle.

**Townsville University Hospital Expansion Project / New Bundaberg Hospital Project**

114. As referred to above, during this Prequalification process, CPB were actively tendering for the TUHE Project and the Bundaberg Hospital Project.

115. A copy of the Queensland Government's press release announcing the TUHE Project is at **Annexure VS-60**, **pages 1097 to 1098** of the Second Bundle.

116. A copy of the Queensland Government's press release announcing the Bundaberg Hospital Project is at **Annexure VS-61**, **pages 1099 to 1100** of the Second Bundle.

117. On 29 March 2023, CBP had submitted its tender for the TUHE Project.

118. On 13 April 2023, CPB had submitted its tender for the Bundaberg Hospital Project.

119. Following the submission of our tenders, there was considerable interaction between CPB and the Health Capital Division of Queensland Health (**HCD**) in relation to both tenders. These were normal post-tender communications in which clarity and further information with respect to various aspects of our tenders was sought by HCD.

120. We believed that CPB was particularly well-positioned for the TUHE Project as we had had delivered the original Townsville Hospital, we had recently completed the Townsville Mater Private upgrade, and we were willing to provide a local Townsville team who had worked on the previous projects to complete the TUHE Project. Indeed, the post-tender period began very positively for CPB with detailed engagement including locking down final elements with consultant pricing and a request from HCD for CPB to update our Tender Program to include a revised Contractor Appointment Date of 29 May 2023. Based on my experience, I considered that the nature of the engagement suggested that CPB were in prime consideration for the project.

121. In early May 2023, the engagement on these technical matters stopped, and discussions focused on the progress of CPB's Prequalification status. At the time, I was dealing with Priscilla Radice (**Ms Radice**), Deputy Director General of HCD. The nature of the discussions were professional, and Ms Radice advised me that, as had been notified in the tender documentation, Prequalification from DEPW was a requirement that had to be achieved before a tenderer could undertake any work on the TUHE Project. Ms Radice encouraged me to keep working with DEPW to try and find a solution.

122. The two timelines of the Prequalification discussions and the TUHE Project tender converged on 22 May 2023 when Mr Timms confirmed on behalf of DEPW that our application had failed.

123. On 25 May 2023, HCD confirmed in writing that our tender for the TUHE Project was unsuccessful.

124. After receiving the Prequalification failure notice on 22 May 2023, CPB continued engaging with Mr Timms regarding how to resolve the matter as obtaining Prequalification

was fundamental to having a building business in Queensland. The vast majority of our work in Queensland involved Queensland Government projects.

125. In his letter of 22 May 2023, Mr Timms suggested CPB meet with WHSQ and DEPW to discuss any fresh application for Prequalification. CPB moved quickly to try to arrange such a meeting.

126. On 23 May 2023, I attended a meeting via Microsoft Teams with the following attendees:

(a) CPB – Camillo Masci (Executive General Manager – Building), Graeme Silvester (General Manager – Health, Safety, Quality, Sustainability & Rail Safety), and me; and

(b) WHSQ – Ms Burgess and John Azcune (Lead Inspector).

127. The meeting was a high-level discussion where CPB asserted the need to resolve any outstanding issues that WHSQ may have with CPB so the business can continue to pursue Queensland Government work under the BPIC Prequalification regime. I questioned the need for unredacted historical board meeting information. In response to this Ms Burgess suggested that a solution that would be acceptable would be to provide information of interest from future board meetings as well as some safety trend analysis. She advised that this is a solution that had been agreed with other contractors in similar situations. We did not inquire who the other contractors were, but we committed to consider the request and agreed to promptly meet again to continue discussions.

128. We considered the request and on 25 May 2023, another meeting was held between the same parties, where it was agreed that if CPB committed to providing certain information to WHSQ moving forward, then this would assist CPB with obtaining Prequalification. The information was to include:

(a) a quarterly report from the CPB board relating to safety;

(b) minutes from quarterly board meetings as they related to safety;

(c) a regulatory notice action plan with graphs to demonstrate the trend of regulatory action; and

(d) evidence of weekly notifications which Mr Silvester issues to CPB leaders regarding regulatory notice activity.

129. It was agreed that this information was to be provided at and reviewed in a quarterly meeting with CPB representatives, Ms Burgess and Mr Timms. These matters were summarised and confirmed in a letter that I sent to Mr Timms that same day on behalf of CPB.

130. A copy of my letter dated 25 May 2023 is at **Annexure VS-62**, **pages 1101 to 1126** of the Second Bundle.

131. On the 26 May 2023, Mr Masci and I met with Mr Timms over a coffee to explain the letter and our commitment to provide the information moving forward.

132. On 6 June 2023, Mr Timms emailed CPB advising of our success in achieving Prequalification, subject to some financial guarantees and fulfilment of the commitments we had made to WHSQ.

133. A copy of Mr Timms' email r is at **Annexure VS-63**, **page 1127** of the Second Bundle.

134. On 7 June 2023, CPB received a certificate of Prequalification.

135. A copy of the certificate of prequalification is at **Annexure VS-64**, **pages 1128 to 1129** of the Second Bundle.

136. On 12 June 2023, HCD recognised CPB's Prequalification and, in relation to the Bundaberg Hospital Project, requested written confirmation from CPB that our tender submission would be amended to include a commitment to adhering to the Prequalification conditions.

137. A copy of HCD's letter is at **Annexure VS-65**, **pages 1130 to 1131** of the Second Bundle.

138. On 13 June 2023, I sent a letter in response to HCD on behalf of CPB.

139. A copy of my letter dated 13 June 2023 is at **Annexure VS-66**, **page 1132** of the Second Bundle.

140. On 15 June 2023, CPB received a letter of acceptance for our new Bundaberg Hospital Project Tender. The letter contains details of proposed contract that are commercial in confidence.

141. A copy of the letter of acceptance with redactions is at **Annexure VS-67**, **pages 1133 to 1137** of the Second Bundle.

142. On 6 July 2023, CPB's successful tender was publicly announced by the State Government.

143. A copy of the press release is at **Annexure VS-68**, **pages 1138 to 1139** of the Second Bundle.

**Timeline**

144. A graphical aide to understanding the interrelated events concerning the Prequalification process, tender for the TUHE Project, and tender for the Bundaberg Hospital Project, is at **Annexure VS-69**, **page 1140** of the Second Bundle.

**Subsequent meetings with WHSQ / DEPW**

145. After the initial quarterly meeting with Mr Timms and Ms Burgess, it became difficult for CPB to arrange further meetings due to Mr Timms and Ms Burgess regularly cancelling or rescheduling the meetings. My recollection is that CPB only met with Mr Timms and Ms Burgess on two or three occasions thereafter.

**Meeting with Mr Ingham**

146. Several months later, in early 2024, I met with Mr Ingham at the Bowen Arrow Café for a brief meeting to discuss building works outside of Cross River Rail.

147. As soon as we sat down, Mr Ingham opened the discussion by asking how CPB went in its tender for the TUHE Project. When I told him we were unsuccessful, he replied with words to the effect of: that's what you get when you don't work with the CFMEU.

**CRR Project**

148. There are some additional matters related to the CRR Project that I have been asked to give evidence about.

149. A timeline of the *CPB Cross River Rail – TSD (Station Buildings Works Stage) Enterprise Agreement 2024-2028*, which replaced the CPB Contractors Pty Ltd Cross River Rail - Tunnel and Shaft Greenfields Agreement 2019-2023, is as follows:

(a) On 5 to 7 September 2024, a vote took place with the following results: 66 Yes, 85 No, 6 Abstain.

(b) On 28 to 30 September 2024, a vote took place with the following results: 67 Yes, 81 No, 6 Abstain.

(c) On 11 to 13 December 2024, a vote took place with the following results: 109 Yes, 11 No, 3 Abstain.

(d) On 31 January 2025, the agreement was approved by the Fair Work Commission.

150. In relation to CPB's employees working on the CRR Project, if he or she is subject to any disciplinary action, an investigation will typically be conducted by a member of our HR or IR team. Once the investigator concludes their investigation, he or she will make a recommendation as to any disciplinary action that should be taken. From time to time, it has been my role to make a final decision. Based on the recommendations made by the respective investigators into allegations made against various workers, I made a decision to terminate the following employees:

(a) Liam Crow;

(b) Joshua McSweeney;

(c) Sean Korostovetz;

(d) Richard Atutolu; and

(e) Adam Langford.

151. My letters to termination to each of these employees are at **Annexure VS-70**, **pages 1141 to 1153** of the Second Bundle.

152. On 18 January 2024, I was copied on an email from Michael McCann, who provided an update on the actions of a Union delegate on site.

153. A copy of Mr McCann's email is at **Annexure VS-71**, **pages 1154 to 1155** of the Second Bundle.

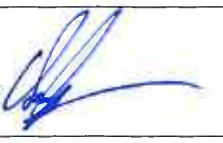
154. On 30 July 2024, I received phone calls from the AWU reporting on allegations of intimidation on the CRR Project. I recorded this in an email to various colleagues.

155. A copy of my email is at **Annexure VS-72**, **pages 1156 to 1157** of the Second Bundle.

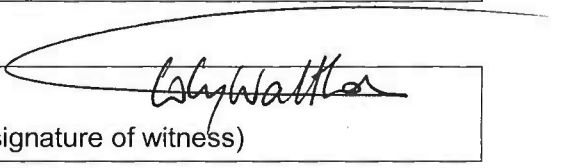
156. On 15 November 2024, I wrote a letter to Travis O'Brien, the Executive Director of the CFMEU in Queensland, outlining an allegation of unlawful conduct by Cody Budgeon and Dylan Howard that same day.

157. A copy of my letter is at **Annexure VS-73**, **pages 1158 to 1160** of the Second Bundle.

I swear the contents of this statement are true.

Signature of Deponent 

Place Brisbane Date 20/04/2026



Before me (signature of witness)

Toby Christopher Walthall

Full name of witness (please print)

☐ Justice of the Peace (JP # )
☐ Notary public
☒ Lawyer
☐ Other authorised person (specify)

# Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry

Bundle of Documents to
Second Statement of
Vince Sanfilippo

# Pre-Tender Briefing

**Project Delivery, Building Policy & Asset Management**

**Department of Housing and Public Works**

**Request No:** DHPW-0026-19a

**Title:** Cairns Convention Centre Expansion and Refurbishment Projects

**Date of Issue:** 6 September 2019

Queensland Government

# BACKGROUND

The Cairn Convention Centre is currently at capacity, due to a combination of population growth, increased tourism and demand for the number and increasing size of Trade shows. The pressure on the Cairns Convention Centre is increasing and therefore now severely impacting on the Centre's ability to capture the major trade shows with other Australian cities increasingly winning bids in preference to this facility.

The Cairns Convention Centre Expansion Project (CCCE) has been proposed to meet the need of the growing venue demand in Cairns to host multiple trade shows and conventions.

Project Delivery within the Department of Housing and Public Works (DHPW) is responsible for managing the design, procurement and construction of works associated with delivering the CCCE project.

A tender for the CCCE *Managing Contractor -Design and Construction Management – Stage One with option for Stage Two (Negotiated Guaranteed Construction Sum)* will be issued mid-September 2019.

# PRE-TENDER BRIEFING

DHPW will be conduction a pre-tender briefing for potential tenderers to the CCCE Managing Contractor tender.

The briefing will occur on Wednesday 11 September 2019 from 11am to 4:15pm at Cairns Convention Centre, Sheridan & Wharf Streets, Cairns QLD 4870. Attached is the agenda for this briefing.

Attendees are to arrive by 10:45am at the front Foyer meeting point.

Tenderers are to nominate a maximum of 5 representatives who will be attending the briefing session. Please email names and include a group contact mobile number to [redacted] by COB Monday 9 September 2019.

# ATTACHMENTS

- DHPW-0026-19a CCCE MC Pre Tender Briefing Agenda

# Cairns Convention Centre expansion and refurbishment project

## Pre-tender briefing, Managing Contractor – Agenda

| | |
|---|---|
| **Date:** | Wednesday 11 September 2019 |
| **Time:** | 11:00am – 4:15pm |
| **Location** | Cairns Convention Centre, Corner of Wharf and Sheridan Street, Cairns, 4870 |
| **Invitees:** | ***Department of Housing and Public Works***<br>• Graham Atkins (GA) Deputy Director-General, Building Policy and Asset Management (BPAM)<br>• Ana Tritchler (AT) Director, Office of the Deputy Director-General BPAM<br>• Steve Mackrodt (SM) Executive Director, Project Delivery BPAM<br>• Don Hewitt (DH) Project Director, Project Delivery<br>• Peter Lacey (PL) A/Executive Director, Office of the Chief Advisor-Procurement<br>• Aaron Broughton (AB) Executive Director, Strategic Precincts and Project Engagement<br>• Paul Coonan, Director, Qld Government Accommodation Office BPAM<br>• Rick Parmenter (RP) Regional Director, Far North Queensland, Building and Asset Services<br>• Brad Heber (BH) Project Manager, Project Delivery<br>• Alan Jankowiak (AJ) Principals Representative, Building and Asset Services<br><br>***Cox Architecture & CA Architects (Cairns)***<br>• Richard Coulson, Cox Architecture<br>• Mark Duffin, CA Architects (Cairns)<br><br>***Cairns Convention Centre***<br>• Vania Bau, Director Client Services<br>• Marc Gibbons, Maintenance Manager<br>• Perry Stevens, Food and Beveridge Manager<br>• Ben Boudaud, Executive Chef<br><br>***Local Members***<br>• Michael Healy MP, Member for Cairns<br>• Curtis Pitt MP, Member for Mulgrave<br>• Craig Crawford MP, Member for Barron River<br><br>***Union representatives***<br>• Michael Ravbar, State Secretary CFMMEU<br>• Rohan Webb, State Secretary AMWU<br>• Peter Ong, Assistant Secretary ETU<br>• Gary O'Halloran, State Secretary Plumbers Union<br><br>***Tenderers (Managing Contractor)***<br>• CPB Contractors Pty Limited (TBA)<br>• Lendlease Building Pty Limited (TBA)<br>• Watpac Constructions Pty Ltd (TBA)<br>• Hutchinson Builders (TBA)<br>• Hansen Yuncken Pty Ltd (TBA) |

| Item | Topic / Actions | Responsible Officer | Time / Duration |
|---|---|---|---|
| 1. | **Welcome and Introductions** | SM | 5 mins (11.00) |
| 2. | **Overview of key government priorities**<br>✓ Local Benefits<br>✓ Best Practice Principles<br>✓ Ethical Supplier Mandate<br>✓ Ethical Supplier Threshold | PL | 45 mins (11:05 – 11:50) |
| 3. | **Project Overview**<br>✓ Governance arrangements<br>*Executive Steering Committee;*<br>*Communication and Community Engagement Working Group;*<br>*Project Working/Advisory Groups*<br>✓ Key stakeholders<br>✓ Project background<br>✓ Program and key dates<br>✓ Tender timeframes and evaluation period<br>✓ Budget<br>✓ Approvals<br>✓ Tender evaluation criteria<br>✓ Changes to *Conditions of Contract*<br>✓ Important project constraints<br>✓ Other key project issues | DH | 30 mins (11:50 – 12:20) |
| 4. | **Expansion concept design**<br>**Refurbishment works** | Cox Architecture<br>CA Architects Cairns | 40 mins (12:20 – 1:00) |
| **Lunch break (30 minutes)** | | | |
| 5. | **General discussion, questions** | All | 30 mins (1:30 – 2:00) |
| 6. | **Site inspection** | All (VB to lead) | 1 to 2 hours (2:00- 4:00) |
| 7. | **Other business & meeting close** | All | 15 mins (4.00 – 4:15) |

# Cairns Convention Centre Expansion and Refurbishment Project

Managing Contractor Tender Briefing – Project Overview

11 September 2019



Queensland Government

# 1. Key stakeholders

## Project procurement stakeholders:

- **Asset Owner** - DHPW - Queensland Government Accommodation Office
- **Principal** - DHPW Director General
- **Project Manager** – DHPW Project Delivery
- **Principal's Representative** – DHPW BAS Cairns
- **Department of the Premier and Cabinet** – Steering Committee rep
- **Queensland Treasury** - Steering Committee rep
- **State Development -** MID development authority
- **Centre manager** - AEG Ogden
- **Principal Consultant** – Cox Architects
- **Managing Contractor**

## Other stakeholders:

- Local Members
- Local construction industry
- Industry associations
- Traditional land owners
- Other relevant government departments
- Cairns Regional Council
- Ports North
- Taipans

# 2. Project Governance

1. **Executive Steering Committee** meets monthly – DHPW, DPC, QT

2. **MC Project Advisory Group** will meet monthly

3. **Project Working Group** – DHPW, Ogden

4. **Communication and Community Engagement Working Group** – TBC

5. **Design meetings** occurring fortnightly

# 3. Project background

- **Business Case –** completed by BQ June 2019
- **Approved Expansion option - ** numerous reference design studies, 3 options reviewed in detail, the approved option allows for concurrent conventions, larger conventions, spectacular 450 seat banquet “sky terrace” level
- **Refurbishment & Essential Works** – significant, approx. 50% value of works, important refurbishment works quality matches new expansion works
- **Functional Brief –** prepared by QGAO, improved operational outcomes important
- **Cox design team status** – Schematic Design 50%

# 4. Target Program

| Stage | Description | Target Date/Duration |
|---|---|---|
| SD | Award Managing Contractor Stage 1 contract | Late Oct 2019 |
| | Schematic Design 100% | Late Sep 2019 |
| | Early Works documentation/tender | Sept – Late 2019 |
| | Commence Stage 1 Early Works | Late 2019 |
| DD | Developed Design | Oct 2019 – Dec 2019 |
| | Complete MID process | Feb 2020 |
| | Submit GCS Offer | Feb 2020 |
| | Award Contractor Stage 2 contract | Mar 2020 |
| | Commence agreed Expansion pre-closedown works | May 2020 |
| | **Locked in CCC closedown period** | **29/5/20 - 1/11/20** |
| | Commence Expansion Works | Jun 2020 |
| CN | **SP1 Hall 2 + associated facilities Practical Completion** | **30 Sep 2020** |
| CN | **SP2 Hall 1 Practical Completion** | **12 Oct 2020** |
| CN | **SP3 Expansion Works Practical Completion** | **23 Dec 2021** |
| | **Expansion opening** | **Early 2022** |

# 5. Tender Period

- **11 September 2019** – Tender release
- **1 October 2019** - Cut-off for tender RFIs
- All RFI's via Phil Saban
- **4 October 2019 2.00pm** - Tender close
- 
- 7 October – 18 October 2019 - presentations (if required) and clarifications resolution
- **Late October 2019** - Contract award target date



Queensland Government

# 6. Early Works

- Required to ensure Refurbishment and Essential Works completed prior to re-opening
- Existing lift replacement, separate contract let
- Prelim scope nominated in tender docs EW
- Possible scope includes DDA upgrades,  roof sheeting replacement, staged change rooms and amenities refurbishment, long lead time equipment
- Scope to be reviewed with centre operator and PR ASAP
- Develop Early Works scope and program with-in 4 weeks

# 7. Budget

- Project Audit QS – RLB

- **Project Construction Cost Estimate PCCE - $122M**

**Current break-up:**

- Essential Works - $33,500,000
- Refurbishment Works - $26,500,000
- Expansion - $62,000,000

- **Value management -** regular value engineering

# 8. Approvals, Authorities

**Development Approval Process**

- Ministerial Infrastructure Designation (MID) through DSDMIP
- DHPW Town Planner lead
- Design team Environmental Assessment Reports being prepared, final draft due late September
- Accelerated process submission

**Consultation with authorities etc**

- CRC, Ports North & Taipans briefed
- CRC project infrastructure consultation commenced
- Land acquisition process commenced, COG briefed

# 9. Tender evaluation

- **50% Non-Price weightings**
  - 10% - Relevant Experience, Capability and Capacity
  - 15% - Local benefits
  - 15% - Best practice principles (WHS, commitment to apprentices and trainees, industrial relations and history of compliance)
  - 10% - Methodology including program, construction methodologies, cost proforma, project management plans etc.

- **50% Price weighting**
  - Returnable schedule, avoid writing “included”

# 10. Tender evaluation - Local Benefits

**Tender submission to include:**

- Strategies to maximise use of local businesses
- Strategies to maximise employment opportunities for local Aboriginal and Torres Strait Islander community
- A statement of intent on the minimum % of trade packages that will be let to local businesses

# 11. Tender evaluation - Best Practice Principles

## Tender document Sample Agreement

- Refer Volume 4 Clause 15.7 for details of Government's BPP expectations and Attachment 13 Sample Agreement

## Tender submission to include:

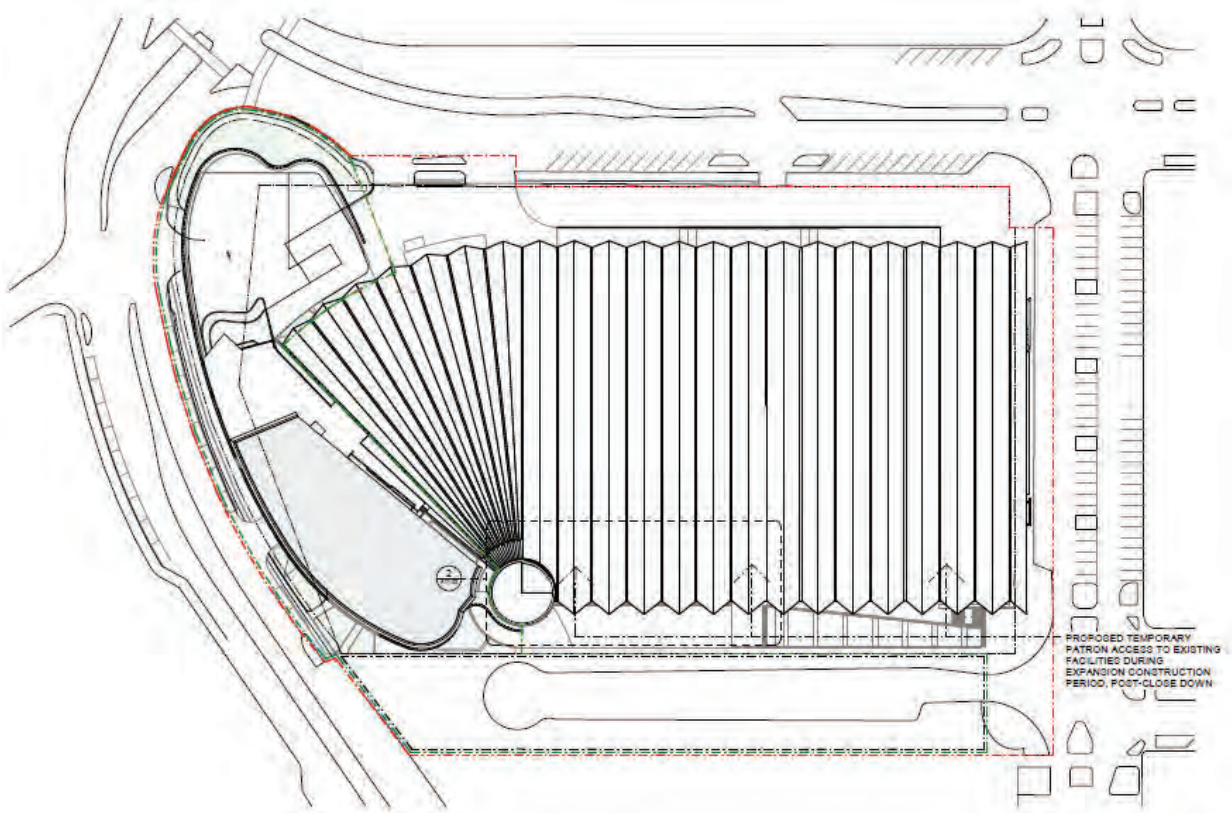
- WH&S management plan and training strategies
- Anticipated apprentice and trainees numbers
- A project specific Industrial Relations Management Plan and evidence of commitment to best practice industrial relations
- How best practice principles will be applied to sub-contractors

# 12. Changes to Conditions of Contract

- **Inclusion of BPP and Ethical Supplier policies requirements**
- **Management Fee VO's** – onsite and offsite overheads %
- **Other changes** – read notice to tenderers and the new contract

# 13. Project specific issues

- **Construction impacts on Centre events and operations**
- **Construction Site Extent**



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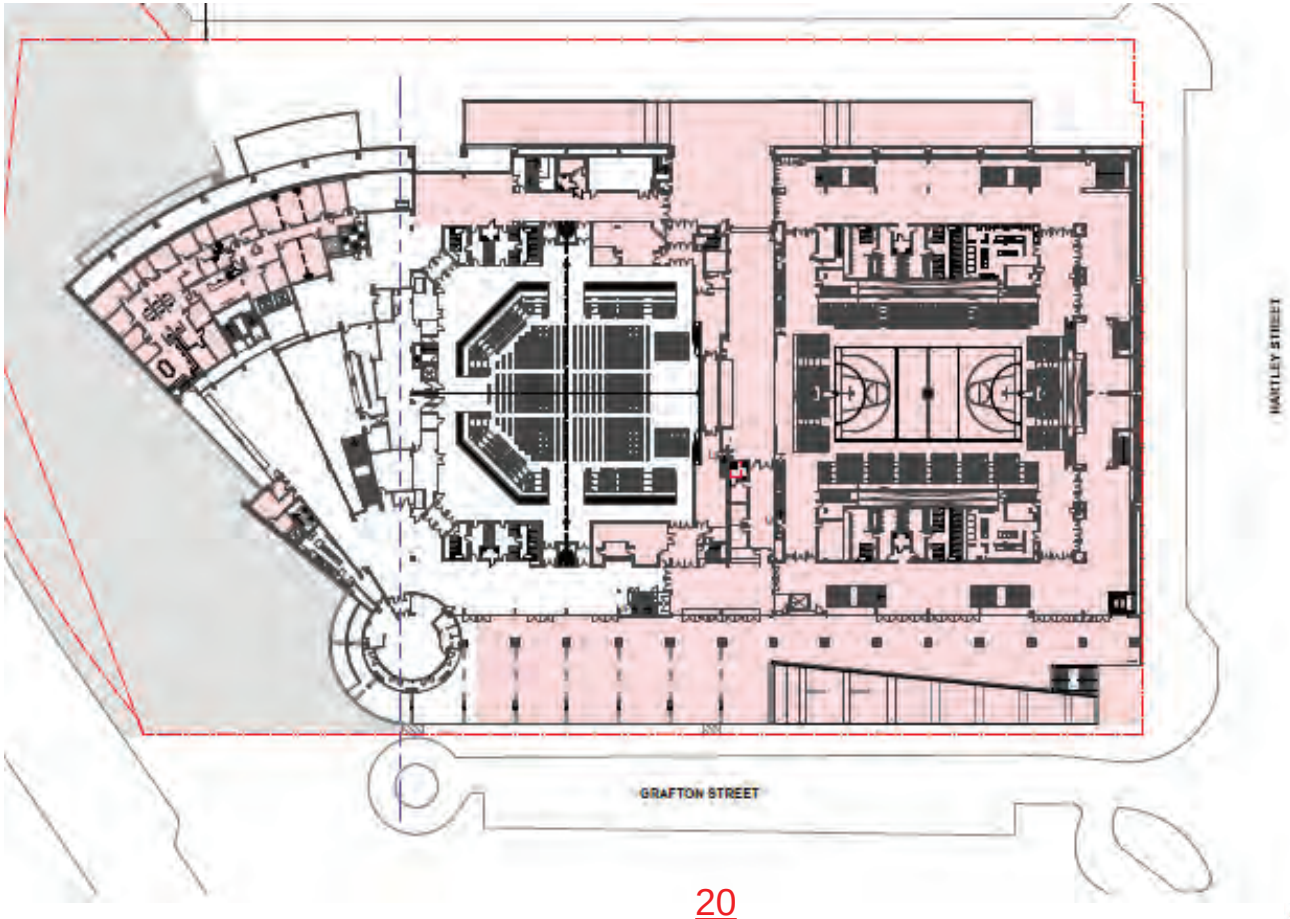
# 13. Project specific issues (continued)

- **Refurbishment and Essential works – SP1 scope**



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# 14. Questions

# TENDER FORM



| PROJECT TENDER INFORMATION | | | |
|---|---|---|---|
| **Principal's Nominee:** | Phil Saban | **Phone:** | [redacted] |
| **Email:** | [redacted] | **Fax:** | |
| **Tender lodgement address:** | *The Queensland Government Tender Box*<br>*C/o Decipha Pty Ltd*<br>*2 Duncan Street, West End QLD 4101* | *(Please ensure that your tender is in a sealed envelope quoting the Project No. and addressed to the correct Tender Box)* | |
| **Time for close of Tender:** | 2.00 pm on 18/10/2019 | | |
| **No. of copies of Tender:** | Hardcopy: 1 Original plus 4 copies. Electronic: 2 USBs | | |
| **Project Description:** | Cairns Convention Centre Expansion and Refurbishment Project | | |

## (1) TENDER

| | | | |
|---|---|---|---|
| **To** | The State of Queensland through the Department of Housing and Public Works *(the Principal)* | | |
| I / We | | | |
| | *(Full Name in BLOCK LETTERS of Individuals or Company)* | | |
| | being a public* / private* company incorporated in<br>*(*delete one)* | | |
| ACN: | | ABN: | |
| Registered Office Address: | | | |
| QBCC License No: | | PQC Registration: | |
| Phone: | | Fax: | |
| Email: | | | |

hereby tender in respect of the following items for the above project in accordance with the terms, conditions and requirements contained in the Tender Documents as amended or clarified by Addenda numbered …….. * inclusive. *(*List all addenda, as applicable, e.g. 1, 2, 3 – not three or 3)*

Without limitation, I/we acknowledge the tender warranties set out at clause 8 of the Conditions of Tender.

**Warranty to Comply with Training Policy**

By its signature on this Tender Form, the Tenderer warrants that, if awarded a Contract for this project, it will comply with the training requirements of Clause 41.4 of the Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the Conditions of Contract.

**Ethical Supplier Threshold**

*(The Tender **must** respond to the Ethical Supplier Threshold criteria included below. Responses should only include matters from the previous 5 years, starting from 1 August 2019)*

| Since 1 August 2019, has the Tenderer: | *(tick one)* |
|---|---|
| 1. contravened a civil remedy provision of Chapter 2 or Chapter 3 of the *Fair Work Act 2009* (Cth), or committed an offence against the *Fair Work Act*? | ☐ **Yes** ☐ **No** |
| 2. contravened a civil remedy provision of Chapter 2, 3, 4, 5, or 7 of the *Industrial Relations Act 2016* (Qld), or committed an offence against the *Industrial Relations Act*, or failed to pay employment related levies, or other payments, established under Queensland legislation? | ☐ **Yes** ☐ **No** |
| 3. failed to make superannuation contributions on behalf of employees in accordance with law? | ☐ **Yes** ☐ **No** |
| 4. purported to treat employees as independent contractors, where they are not? | ☐ **Yes** ☐ **No** |
| 5. required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors? | ☐ **Yes** ☐ **No** |
| 6. engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees? | ☐ **Yes** ☐ **No** |

| | |
|---|---|
| 7. entered into an arrangement for the provision of labour hire services with a person who is not licensed under the *Labour Hire Licensing Act 2017* (Qld), or a supplier who is an unlicensed provider under the *Labour Hire Licensing Act*? | ☐ **Yes** ☐ **No** |
| 8. paid employees' wages below those provided for in an applicable modern award? | ☐ **Yes** ☐ **No** |

**Warranty to comply with Queensland Procurement Policy, Ethical Supplier Threshold and Best Practice Principles, including the Minimum Conditions**

By its signature on this Tender Form, the Tenderer warrants that, if awarded a Contract for this project, it will comply with the requirements of Clause 41.7 of the Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the Conditions of Contract.

| Corporation<br>*Where the Tenderer is related to, or is a subsidiary of, another or other corporations as defined in the Corporations Act 2001 (Cth), that (those) corporation(s) is (are) as follows:* | ACN & Registered office address |
|---|---|
| | |
| | |

| | | |
|---|---|---|
| **Executed by:** | | |
| | *Name of Company* | *ACN* |
| In accordance with section 127 of the *Corporations Act 2001* (Cth) by: | | |
| **Signed by:** | | |
| | *Signature of Director/Secretary* | *Signature of Director* |
| | *Name of Director/Secretary* | *Name of Director* |
| | On the …… day of ……. 20…… | |

**Privacy Statement:** The Principal is collecting the personal information on this Tender Form for the purposes of tender evaluation and any subsequent contract that may arise. The information may be used in accordance with the provisions of the Tender Documents. Any personal information included on this Tender Form may be disclosed to the Tender evaluation panel and their advisors but will not be disclosed to any other third party without the Tenderer's consent unless authorised or required by law or stipulated in the Tender Documents.

# Managing Contractor – Design and Construction Management – Stage One with option for Stage Two

## (Negotiated Guaranteed Construction Sum)

### Volume 2 of 4 – Conditions of Contract

| | |
|---|---|
| Project name | Cairns Convention Centre Expansion and Refurbishment Project |
| | |
| Project number | DHPW-0026-19 |

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**ANNEXURE 91**

# CONDITIONS OF CONTRACT

## 1. CONSTRUCTION OF CONTRACT

1.1 This Contract is governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of Queensland.

Unless otherwise provided, prices are in Australian currency and payments shall be made in Australian currency at Brisbane, Queensland.

1.2 Measurements of physical quantities shall be in Australian legal units of measurement within the meaning of the *National Measurement Act 1960* (Cth), as amended from time to time.

1.3 This Contract is not subject to escalation unless expressly stated otherwise.

## 2. INTERPRETATION

2.1. **Definitions**

In the Contract, except where the context otherwise requires:

2.1.1. "**Actual Construction Sum**" means a total of:

(a) the accepted subcontract sums of Subcontracts, inclusive of GST, in respect of Construction Work (which includes Early Works), plus valid adjustments pursuant to the terms of the Subcontracts but excluding any adjustment determined by the Principal's Representative to be for:

(i) the cost of rectifying non-complying and defective work; and

(ii) any other cost not properly incurred in respect of Construction Work pursuant to this Contract; and

(b) Subcontractor delay or disruption costs not otherwise paid pursuant to the Contract and payable pursuant to the terms of a Subcontract, except in respect of a breach of the Subcontract on the part of the Managing Contractor; and

(c) valid claims by the Managing Contractor in respect of Construction Work performed by the Managing Contractor pursuant to Clause 21.2.1(b).

2.1.2. **"Asset Management and Maintenance Database"** means the asset management and maintenance database required by the GCS Offer Project Brief.

2.1.3. "**Best Practice Principles**" means the Queensland Government guideline titled "Best practice principles; Quality, safe workplaces (Version 1.0 August 2018)" or any guidelines which replace those guidelines from time to time.

2.1.4. **"Building Certifier"** means a Queensland Building and Construction Commission licensed Building Certifier.

2.1.5. **"business day"** means a day other than a Saturday, Sunday, public holiday, special holiday or show holiday at the Site.

2.1.6. **"Certificate of Practical Completion"** means the certificate referred to in Clause 57.9.

2.1.7. **"Claim"** includes any claim, demand, action, proceeding or suit which the Managing Contractor may make or bring against the Principal or any of the Principal's agents or employees relating to the construction of the Contract or as to any fact, matter or thing arising out of or in connection with the Contract or the work under the Contract including (without limitation) any claim, demand, action, proceeding or suit seeking the payment of money, or any costs, expenses, loss or damages on any ground whatsoever including (without limitation) pursuant to the Contract, on a quantum meruit, in quasi contract, for unjust enrichment and insofar as is permitted by law, pursuant to any other principle of law.

2.1.8. **"Clerk of Works"** means a person appointed in writing by the Principal's Representative pursuant to Clause 36.

2.1.9. **"Completion of Stage One"** means the stage in the execution of the work under the Contract when the Managing Contractor has provided to the Principal a GCS Offer in accordance with Schedule 14, which has been either accepted or rejected by the Principal pursuant to Clause 11.2.

2.1.10. **"Construction Work"** comprises work under the Contract including, without limitation:

(a) Works;

(b) Early Works;

(c) Temporary Works;

(d) plant and equipment required for the performance of the work under the Contract; and

(e) work and items to establish and maintain the safety, security and amenity of the Site and persons on the Site;

but excluding:

(f) On Site Overheads;

(g) Off Site Overheads;

(h) Design Work;

(i) Documentation Work; and

(j) any other work performed by Consultants.

2.1.11. **"Consultants"** means the consultants engaged by the Managing Contractor in connection with carrying out the work under the Contract.

2.1.12. **"Consultants Fee"** means the lump sum amount, inclusive of GST, contained in the Managing Contractor's Tender, payable by the Managing Contractor to the Consultants identified on the Managing Contractor's Tender Form, for the work to be performed by those Consultants, as adjusted in accordance with the provisions of the Contract expressly allowing for an adjustment of the Consultants Fee.

2.1.13. **"Contract"** has the meaning in Clause 4.

2.1.14. **"Contract Materials"** means any work produced in the course of performing the work under the Contract and provided to the Principal, including without limitation the Works, Design Documents and the Subcontract Construction Documentation.

2.1.15. **"Date of Acceptance of Tender"** means the date which appears on the Principal's written notice of acceptance of the Managing Contractor's Tender.

2.1.16. **"Date of Commencement of Stage Two"** means the date of acceptance, if any, of the Managing Contractor's GCS Offer by the Principal pursuant to Clause 11.2.

2.1.17. **"Date for Practical Completion"** means the last day of the period of time for Practical Completion provided in the Managing Contractor's GCS Offer and accepted by the Principal as the Date for Practical Completion of the Works, or the Date for Practical Completion specified in the Annexure, whichever is applicable, but if any extension of time for Practical Completion is granted by the Principal's Representative it means the date resulting therefrom.

2.1.18. **"Date of Practical Completion"** means the date certified by the Principal's Representative in a Certificate of Practical Completion issued pursuant to Clause 57.9, as the date upon which Practical Completion was reached.

2.1.19. **"day"** means calendar day except where the context otherwise indicates.

2.1.20. **"Defects Liability Period"** means:

(a) where the Principal's Representative has, during Stage One, specified a period for specific components of the Works, the period so specified;

(b) otherwise, the period specified in the Annexure.

2.1.21. **"Defects Liability Work"** means the work required by Clause 51.

2.1.22. **"Design Documents"** means the documents prepared by the Managing Contractor in the performance of the Design Work.

2.1.23. **"Design Work"** means all work required to be undertaken or managed by the Managing Contractor to achieve the Developed Design.

2.1.24. **"Developed Design"** means the stage when, in the opinion of the Principal's Representative, the scope, functionality and quality standards of the Works are specified with sufficient particularity.

2.1.25. **"Documentation Work"** means all work required to be undertaken or managed by the Managing Contractor to achieve the Subcontract Construction Documentation.

2.1.26. **"Early Works"** means Construction Work the subject of a direction by the Principal's Representative pursuant to Clause 17.

2.1.27. **"Early Works Subcontracts"** are the Subcontracts entered into by the Managing Contractor for Early Works.

2.1.28. **"Ethical Supplier Mandate"** means the Queensland Government policy titled "Buy Queensland: Ethical Supplier Mandate" or any policy that replaces that policy;

2.1.29. **"Ethical Supplier Threshold"** means the Ethical Supplier Threshold described in the Queensland Procurement Policy;"

2.1.30. **"Final Certificate"** means a certificate issued by the Principal's Representative to the Principal and to the Managing Contractor pursuant to Clause 57.12.

2.1.31. **"Final Payment Claim"** means the final payment claim referred to in Clause 57.11.

2.1.32. **"Formal Instrument of Agreement"** means the formal instrument of agreement in the form in Schedule 12.

2.1.33. **"GCS Offer"** means the Guaranteed Construction Sum offer to be submitted by the Managing Contractor, during Stage One, in accordance with the requirements set out in Clause 11.1 and Schedule 14.

2.1.34. **"GCS Offer Project Brief"** means the revised Project Brief to be submitted as part of the GCS Offer, and where the GCS Offer is accepted and Stage Two proceeds, means the GCS Offer Project Brief that is accepted by the Principal.

2.1.35. **"GST"** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

2.1.36. **"Guaranteed Construction Sum"** means the sum, inclusive of GST, contained in the Managing Contractor's GCS Offer and accepted by the Principal as the maximum price that may be payable by the Principal to the Managing Contractor to perform all Construction Work, as adjusted in accordance with the provisions of the Contract expressly allowing for an adjustment to the Guaranteed Construction Sum.

2.1.37. **"Latent Condition"** means any of the conditions referred to in Clause 22.1.

2.1.38. **"Management Fee"**:

(a) means the lump sum amount, inclusive of GST, contained in the Managing Contractor's Tender as the Management Fee for Stage One for all costs of any nature related to the Managing Contractor's obligations under the Contract, as adjusted in accordance with the provisions of the Contract expressly allowing for an adjustment to the Management Fee; and

(b) if the Principal accepts the Managing Contractor's GCS Offer pursuant to Clause 11.2.1(a), includes the lump sum amount, inclusive of GST contained in the Managing Contractor's Tender as the Management Fee for Stage Two, as adjusted in accordance with the provisions of the Contract expressly allowing for an adjustment to the Management Fee; and

(c) does not include a cost or expense included in the Actual Construction Sum, On Site Overheads Fee, Consultants Fee or Off Site Overheads and Profit Fee.

2.1.39. **"Managing Contractor"** means the party bound to execute the work under the Contract and includes that party's heirs, executors and permitted assigns and in the case of a body corporate its successors and permitted assigns.

2.1.40. **"Managing Contractor's Representative"** means a person appointed in writing by the Managing Contractor under Clause 37.2.

2.1.41. **"Managing Contractor's Tender"** means the tender submitted by the Managing Contractor and accepted by the Principal.

2.1.42. **"Minimum Conditions"** means the Minimum Conditions in Schedule 17.

~~2.1.42.~~2.1.43. **"Minimum Consultancy Services"** means those consultancy services identified in Schedule 5.

~~2.1.43.~~2.1.44. **"Moral Rights"** are the moral rights granted to creators under the *Copyright Act 1968* (Cth) and any similar rights existing under foreign laws.

~~2.1.44.~~2.1.45. **"notice"** has the meaning given to it by Clause 10.

~~2.1.45.~~2.1.46. **"Off Site Overheads and Profit Fee"** means:

(a) for Stage One, the lump sum amount, inclusive of GST, contained in the Managing Contractor's Tender; and

(b) for Stage Two, and in relation to any Early Works directed by the Principal's Representative pursuant to Clause 17, the percentage contained in the Managing Contractor's Tender to be applied to the Actual Construction Sum;

which shall include for all costs associated with the Managing Contractor's obligations related to insurance policies under Clauses 30, 31, 32 and 33, and security, retention moneys, performance undertakings and Deeds of Guarantee and Indemnity under Clause 9, as the Managing Contractor's fee for all costs associated with off site overheads and the Managing Contractor's profit margin.

~~2.1.46.~~2.1.47. **"On Site Overheads"** means the following work or items required for the construction of the Works:

(a) all work performed by the Managing Contractor's on site management, administrative and supervisory personnel identified in the costed methodology statement for On Site Overheads provided in the Managing Contractor's Tender or otherwise required to be notified by the Managing Contractor to the Principal's Representative pursuant to Clause 37.1.3, including all attendant labour and attendance on Subcontractors, and all on site management, administration, supervision and attendance during the Defects Liability Period; and

(b) all on site furniture, equipment, hardware, software (including any web based document management system) and consumables required for the on site management, administration, supervision or attendance of work under the Contract, including the provision and maintenance of site safety equipment, clothing and related items required for the Managing Contractor's personnel and visitors to the Site;

but excluding Construction Work and any items or work the subject of the Management Fee, Consultants Fee or Off Site Overheads and Profit Fee.

~~2.1.47.~~2.1.48. **"On Site Overheads Fee"** means the lump sum amount, inclusive of GST, contained in the Managing Contractor's Tender for all costs associated with On Site Overheads, inclusive of salaries, wages, allowances, on-costs, benefits, bonuses, lodgings, travelling expenses, vehicles, phones and any

other expenses associated with the Managing Contractor's on site management, administrative, supervisory and attending personnel, as adjusted in accordance with the provisions of the Contract expressly allowing for an adjustment to the On Site Overheads Fee.

~~2.1.48.~~2.1.49. **"person"** includes an individual and a corporation.

~~2.1.49.~~2.1.50. **"Practical Completion"** is that stage in the execution of the work under the Contract when:

(a) the Works are complete except for minor omissions and minor defects:

(i) which do not prevent the Works from being reasonably capable of being used for their intended purpose;

(ii) which the Principal's Representative determines the Managing Contractor has reasonable grounds for not promptly rectifying; and

(iii) rectification of which will not prejudice the convenient use of the Works;

(b) those tests which are required by the Contract to be carried out and passed or satisfied before the Works can be regarded as having reached the stage of Practical Completion, have been carried out and passed or satisfied;

(c) all specific requirements for Practical Completion set out in the Project Brief or (where there is one) the GCS Offer Project Brief, have been fully satisfied;

(d) documents and other information required under the Contract which, in the opinion of the Principal's Representative, are essential for the use, operation and maintenance of the Works have been supplied to the Principal's Representative; and

(e) all other necessary permits, registrations, approvals, certifications, consents or licences have been provided to the Principal's Representative.

~~2.1.50.~~2.1.51. **"Principal"** means the person stated in the Annexure as the Principal.

~~2.1.51.~~2.1.52. **"Principal's Representative"** means the person stated in the Annexure as the Principal's Representative or other person from time to time appointed in writing by the Principal to be the Principal's Representative and notified as such in writing to the Managing Contractor by the Principal and, so far as concerns the functions exercisable by a Site Representative, includes a Site Representative.

~~2.1.52.~~2.1.53. **"Program"** means a program for the purposes of Clause 45.1.

~~2.1.53.~~2.1.54. **"Project Advisory Group"** and **"PAG"** has the meaning given to it in Clause 13.

~~2.1.54.~~2.1.55. **"Project Brief"** means the document provided by the Principal in the Tender Documents which describes the Principal's requirements for the work under the Contract including, without limitation:

(a) the performance;

(b) the scope;

(c) the quality;

(d) the functional and or technical requirements;

of the Works and includes any documents entitled "Functional Requirements", "Terms of Reference", "Technical Requirements", "Principal's Project Requirements", "Project Construction Cost Estimate" and all other such documentation, technical schedules, drawings, diagrams, maps and plans.

~~2.1.55.~~2.1.56. **"Project Construction Cost Estimate"** is the Principal's project construction cost estimate included in the Project Brief or as revised by the Principal and advised to the Managing Contractor in writing.

~~2.1.56.~~2.1.57. **"Provisional Delay Allowance"** means the allowance provided for in Clause 50.

~~2.1.57.~~2.1.58. **"Provisional Sum"** has the meaning given to it in Clause 57.8.

~~2.1.58.~~2.1.59. **"Queensland Procurement Policy"** means the Queensland Government policy titled "Queensland Procurement Policy 2018" or any policy which replaces that policy from time to time.

~~2.1.59.~~2.1.60. **"Site"** means the land or places to be made available to the Managing Contractor and any other land or places made available by the Principal for the purpose of the Contract.

~~2.1.60.~~2.1.61. **"Site Representative"** means a person appointed in writing by the Principal's Representative under Clause 36.

~~2.1.61.~~2.1.62. **"Stage One"** means the stage during which the Managing Contractor produces a GCS Offer pursuant to Clause 11 and Schedule 14, and during which the Managing Contractor may undertake Design Work, Documentation Work and Early Works in accordance with the Contract, including without limitation the activities specified in Schedule 15.

~~2.1.62.~~2.1.63. **"Stage Two"** means, if a notice is given under Clause 11.2.1(a), the stage commencing on the date notice is given under Clause 11.1.5, during which Construction Work and all remaining Design Work, Documentation Work and any other work under the Contract not completed during Stage One is performed by the Managing Contractor.

~~2.1.63.~~2.1.64. **"Statutory Requirements"** includes:

(a) Acts of the Commonwealth;

(b) Acts of the State or Territory in which the work under the Contract or any part thereof is carried out;

(c) ordinances, regulations, by laws, orders and proclamations under the Acts referred to in paragraphs (a) and (b) above; and

(d) directions affecting the work under the Contract given by persons acting in the exercise of statutory powers enabling them to give such directions, including the Building Certifier.

~~2.1.64.~~2.1.65. **"Subcontract"** means a subcontract under Clause 21.2.

~~2.1.65.~~2.1.66. **"Subcontract Construction Documentation"** means the detailed documentation required to be prepared by the Managing Contractor to enable the Managing Contractor to call tenders and enter into Subcontracts with proposed Subcontractors to construct and complete the Works.

~~2.1.66.~~2.1.67. **"Subcontractor"** means a person engaged by the Managing Contractor to perform any part of the Construction Work.

~~2.1.67.~~2.1.68. **"Subcontractors' Charge"** means a charge on moneys payable by the Principal to the Managing Contractor under the Contract arising by operation of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld).

~~2.1.68.~~2.1.69. **"Survey Mark"** means a survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring work under the Contract.

~~2.1.69.~~2.1.70. **"Temporary Works"** means works used in the execution of the work under the Contract but not forming part of the Works.

~~2.1.70.~~2.1.71. "**Tender Documents**" means:

(a) the Invitation to Tender;

(b) Volume 1 of 4 – Tender Requirements;

(c) Volume 2 of 4 – Conditions of Contract;

(d) Volume 3 of 4 – Conditions of Contract – Schedules;

(e) Volume 4 of 4 – Project Brief;

(f) AS4120-1994 Australian Standard Code of Tendering, as amended by the Conditions of Tender~~.~~;

(g) any documents or parts of documents expressly referred to in the Tender Documents; and

(h) any other document provided to the Managing Contractor by or on behalf of the Principal for the purpose of tendering.

~~2.1.71.~~2.1.72. **"Variation"** means any of the matters specified in Clauses 19.1.1 or 53.1, which the Principal's Representative may direct the Managing Contractor to do pursuant to Clauses 19 or 53.

~~2.1.72.~~2.1.73. **"work under the Contract"** means all work which the Managing Contractor is or may be required to undertake or manage under the Contract.

~~2.1.73.~~2.1.74. **"Wilful Misconduct"** means any intentional act or omission of any person done or omitted to be done after having had regard to, or with conscious or reckless indifference to, the foreseeable harmful consequences arising from the act or omission, excluding acts or omissions done in good faith.

~~2.1.74.~~2.1.75. **"Working Day"** and **"Working Hours"** shall have the meaning given to them by Clause 44.

~~2.1.75.~~2.1.76. **"Works"** means the whole of the work to be executed in accordance with the Contract, including Variations provided for by the Contract, which by the Contract is to be handed over to the Principal or a nominee of the Principal.

2.2. **General**

2.2.1. In addition to these definitions, some terms, specific to a clause, are defined in that clause.

2.2.2. The clause headings in the Contract shall not form part of the Contract and shall not be used in the interpretation of the Contract.

2.2.3. Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include every gender.

2.2.4. If any part of this Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Contract will not be affected and the Contract will read as if the part had been deleted.

2.2.5. Except where the context otherwise requires, references to the Annexure shall be read as reference to the Annexure to these Conditions of Contract – Volume 2 and references to Schedules shall be read as a reference to the Schedules to the Conditions of Contract – Volume 3.

## 3. NATURE AND SCOPE OF CONTRACT

3.1 The Principal engages the Managing Contractor to execute and complete the work required during Stage One.

3.2 If the Annexure indicates the Best Practice Principles are applicable and if the Principal is not satisfied, in its absolute discretion, that the Managing Contractor has implemented the arrangements set out in the Managing Contractor's Tender for the Minimum Conditions by the date specified in the Managing Contractor's Tender, then the Principal may by written notice to the Managing Contractor terminate the Contract. If the Principal terminates the Contract under this clause, clauses 60.2.2 to 60.2.6 shall apply as if the termination had been made under clause 60.2.1.

~~3.2~~3.3 If the Principal accepts the Managing Contractor's GCS Offer pursuant to Clause 11.2.1(a) of this Contract, the Principal shall engage the Managing Contractor to execute and complete the work required during Stage Two.

~~3.3~~3.4 For the avoidance of doubt and notwithstanding any other provision of this Contract, there shall be no contract in existence between the parties in respect of Stage Two unless and until the Principal accepts the Managing Contractor's GCS Offer pursuant to Clause 11.2.1(a) of the Contract.

~~3.4~~3.5 The Managing Contractor shall execute and complete the work under the Contract.

~~3.5~~3.6 Without limiting the generality of the Managing Contractor's responsibilities, the Managing Contractor shall:

(a) ensure that the work under the Contract progresses to completion in accordance with the Contract; and

(b) be responsible for (and without limitation shall control, coordinate, administer and direct) all activities for the planning of the work under the Contract with proper skill, care and diligence.

~~3.6~~3.7 Subject to the provisions of this Contract, the Principal shall pay the Managing Contractor:

(a) the Management Fee;

(c) the Consultants Fee;

(d) the On Site Overheads Fee;

(e) the Off Site Overheads and Profit Fee;

(f) the Actual Construction Sum to the limit of the Guaranteed Construction Sum;

(g) any bonus or other amount required to be paid pursuant to Clause 56.1; and

(h) any delay damages payable pursuant to Clause 50;

adjusted by all additions and deductions made pursuant to the provisions of the Contract.

## 4. EVIDENCE OF CONTRACT

4.1 Until a Formal Instrument of Agreement is executed by the parties, documents evidencing the parties' consensus shall constitute the Contract.

4.2 Within 14 days after receiving the Formal Instrument of Agreement in duplicate from the Principal, the Managing Contractor shall (if they are correct) properly execute both copies and return them. Within 14 days after receiving them, the Principal shall execute both copies, have them stamped as necessary and send one copy to the Managing Contractor.

4.3 The Principal's Representative may extend the time under Clause 4.2 by written notice to the parties.

4.4 The Formal Instrument of Agreement shall be a Deed in the form in Schedule 12.

4.5 If any party to this Contract consists of one or more persons this Contract shall bind such persons and their respective executors, administrators, successors (in the case of the Managing Contractor) and permitted assigns (in the case of the Principal) jointly and severally and this Contract must be read and construed accordingly.

## 5. CONTRACT DOCUMENTS

5.1 The several documents forming the Contract are to be taken as mutually explanatory of one another.

5.2 If there is any ambiguity, discrepancy or inconsistency in or between the documents comprising the Contract, the documents shall rank in order of precedence set out in the Formal Instrument of Agreement.

5.3 The Developed Design will comply in all respects with the GCS Offer Project Brief, provided that:

(a) if there is an ambiguity or inconsistency between any standard required by the GCS Offer Project Brief, then the standard to be achieved shall be the higher of the standards prescribed; and

(b) if the GCS Offer Project Brief does not specify the standard of workmanship, material, finish or any other aspect of the Works then the standard of such workmanship, material, finish, or other aspect shall be fit for its intended purpose.

5.4 The Subcontract Construction Documentation will comply in all respects with the Developed Design as varied from time to time pursuant to the terms of the Contract provided that:

(a) if there is an ambiguity or inconsistency between any standard required by the Developed Design, then the standard to be achieved shall be the higher of the standards prescribed; and

(b) if the Developed Design does not specify the standard of workmanship, material, finish or any other aspect of the Works then the standard of such workmanship, material, finish, or other aspect shall be fit for its intended purpose.

5.5 The Construction Work will comply in all respects with the Subcontract Construction Documentation as varied from time to time pursuant to the terms of the Contract provided that:

(a) if there is an ambiguity or inconsistency between any standard required by the Subcontract Construction Documentation, then the standard to be achieved shall be in accordance with the Developed Design; and

(b) if the Subcontract Construction Documentation does not specify the standard of workmanship, material, finish or any other aspect of the Works then the standard of such workmanship, material, finish, or other aspect shall be fit for its intended purpose.

5.6 Where any discrepancy exists between figured and scaled dimensions, the figured dimensions shall prevail.

5.7 No rule of construction shall apply to the disadvantage of one party on the basis that that party put forward the documents comprising the Contract or any of them.

5.8 The party discovering an alleged ambiguity, discrepancy or inconsistency shall notify the Principal's Representative in writing of the ambiguity, discrepancy or inconsistency, who shall then direct the Managing Contractor in writing as to the interpretation to be followed by the Managing Contractor in carrying out the work.

5.9 The Managing Contractor shall, at the Managing Contractor's own cost and expense comply with any direction given to the Managing Contractor by the Principal's Representative under this Clause 5.

5.10 The Managing Contractor acknowledges that it assumes the risk of all delays and increased costs, losses and expenses caused or resulting from any such ambiguity, discrepancy or inconsistency and that any direction given pursuant to this Clause 5 shall in no event, constitute an approved Variation and the Managing Contractor shall not be entitled to:

(a) reimbursement or monetary compensation whether for damages for breach of contract or otherwise in respect of the direction or any such ambiguity, discrepancy and inconsistency; or

(b) adjustment to:

(i) the Management Fee;

(ii) the Consultants Fee;

(iii) the On Site Overhead Fee;

(iv) the Off Site Overheads and Profit Fee; or

(v) the Guaranteed Construction Sum.

## 6. COLLUSIVE ARRANGEMENTS, CONFLICT OF INTEREST and CRIMINAL ORGANISATIONS

6.1 The Managing Contractor warrants and represents to the Principal that:

(a) it had no knowledge of the tender price of any other tenderer, nor did it communicate with any other tenderer in relation to its tender price, or a price above or below which a tenderer may tender (excluding any pricing advised by the Principal), nor had it entered into any contract, arrangement or understanding with another tenderer to the effect that the Managing Contractor or another tenderer would tender a non-competitive price, for the work under the Contract, at the time of submission of its tender;

(b) except as disclosed in its tender, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade, industry or other association (above the published standard fee) relating in any way to its tender or this Contract, nor paid or allowed any such money, nor will it pay or allow any such money;

(c) except by prior agreement with the Principal, it has not paid or allowed any money or entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other tenderer for the work under the Contract, nor received any money or allowance from or on behalf of any other tenderer relating in any way to its tender or this Contract, nor will it pay or allow or receive any money as aforesaid.

6.2 In the event of the Managing Contractor paying or allowing any money in breach of this Clause 6, the Principal may deduct from payments to the Managing Contractor an equivalent sum as an amount due from the Managing Contractor to the Principal, in addition to any other claim, demand, action or proceeding the Principal may have against the Contractor (whether for damages or otherwise).

6.3 Without limitation, if the Managing Contractor commits a breach of this Clause 6, the Principal may at its discretion terminate the Contract and claim damages for breach of contract.

6.4 The Managing Contractor warrants that neither it, nor its Personnel have engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Contract, any associated Tender or any actual or potential contract with any entity for the Works.

6.5 The Managing Contractor warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations where a Conflict of Interest is created, or might appear to be created, in conflict with its obligations under this Contract, except as disclosed. If the Principal requests, the Managing Contractor must obtain from its Personnel a signed Conflict of Interest declaration in a form acceptable to the Principal.

6.6 The Managing Contractor warrants that neither it nor its Personnel have been convicted of an offence where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 1601P of the *Penalties and Sentences Act 1992* (Qld).

6.7 The warranties in this Clause 6 are provided as at the date of the Contract and on an ongoing basis. The Managing Contractor warrants that it will immediately notify the Principal if it becomes aware that any warranty made in this Clause 6 was inaccurate, incomplete, out of date or misleading in any way when made, or becomes inaccurate, incomplete, out of date or misleading in any way. In addition to any other remedies available to it under Law or contract, the Principal may, in its absolute discretion, immediately terminate the Contract if it believes the Managing Contractor has breached any warranty in this Clause 6.

6.8 For the purposes of this Clause 6:

(a) “Personnel” means officers, directors, employees, agents and subcontractors; and

(b) “Conflict of Interest” includes any actual, reasonably anticipated or perceived conflict of interest whether personal, financial, professional or otherwise.

## 7. COMMITMENT AND GOOD FAITH

### 7.1. Commitment

The parties are committed to working together in a cooperative and collaborative manner with a view to:

(a) encouraging cooperation and innovation;

(b) establishing and maintaining an environment which encourages honest, open and timely sharing of information; and

(c) sharing and transferring such behavioural aspects to all persons associated with the work under the Contract to achieve a successful outcome in all respects.

7.2. **Good Faith**

7.2.1. The parties warrant that they shall perform all duties and act in good faith.

7.2.2. Acting in good faith includes:

(a) being fair, reasonable and honest;

(b) doing all things reasonably expected by the other party and by the Contract; and

(c) not impeding or restricting the other party's performance.

## 8. QUALITY ASSURANCE

8.1 The Managing Contractor shall establish, implement and maintain a quality plan to the satisfaction of the Principal which shall comply with ISO 9001:2008.

8.2 The Managing Contractor shall ensure that all provisions for quality assurance apply equally to all Consultants and Subcontractors engaged by the Managing Contractor.

8.3 Within fourteen (14) days after the Date of Acceptance of Tender the Managing Contractor shall submit to the Principal's Representative for approval, the Managing Contractor's quality plan including as minimum:

(a) identification and definition of the key activities and deliverables from the Managing Contractor's Tender;

(b) identification of how the Managing Contractor proposes to deliver the activities/deliverables in Clause 8.3(a) including what internal controls, methodology and procedures the Managing Contractor is to utilise to complete the deliverables in Clause 8.3(a) and a sample of the Managing Contractor's procedures;

(c) identification of how the Managing Contractor is to verify its deliverables in Clause 8.3(a) and a sample of the Managing Contractor's verification plan; and

(d) identification of review and agreement of quality assurance records that the Managing Contractor is to provide to the Principal confirming compliance to the Managing Contractor's Tender.

8.4 The Managing Contractor shall comply with directions by the Principal's Representative to change the Managing Contractor's quality assurance system and quality plan to provide assurance of satisfactory compliance to the documents.

8.5 The Managing Contractor shall participate in and allow reasonable access to the Principal's agents to audit the Managing Contractor's quality assurance program and quality plan. Verification by the Principal's agents shall not relieve the Managing Contractor of any of the Managing Contractor's liabilities and obligations under the Contract.

## 9. SECURITY, RETENTION MONEYS AND PERFORMANCE UNDERTAKINGS

9.1. **Purpose**

Security, retention moneys and performance undertakings are for the purpose of ensuring the due and proper performance of the Contract and for the purpose of providing security of payment to the Subcontractors of the Managing Contractor.

9.2. **Provision of Security**

The Managing Contractor shall provide security to the Principal in the amount stated in the Annexure.

9.3. **Form of Security**

9.3.1. All security provided by the Managing Contractor shall be in the in the form of either cash or an approved unconditional undertaking given by an approved financial institution or insurance company. The unconditional undertaking in the form in Schedule 2 is approved.

9.3.2. The Principal shall have a discretion to approve or disapprove of the form of unconditional undertaking and the financial institution or insurance company giving it, or other form of security offered.

9.4. **Time for Lodgement of Security**

Security provided pursuant to Clause 9.2 shall be lodged with the Principal by the Managing Contractor within 14 days of the Date of Commencement of Stage Two.

9.5. **Retention Moneys**

From the commencement of Construction Work, the Principal may deduct from moneys otherwise due to the Managing Contractor amounts at the rate of 10% of each progress payment up to the limit of the amount stated in the Annexure.

9.6. **Subcontract Retentions**

Where pursuant to a term in a Subcontract the Managing Contractor withholds any retention money from a payment to a Subcontractor, the Managing Contractor will hold those moneys for the benefit of the Subcontractor, until the retention moneys become payable, in accordance with the terms of the Subcontract, to either:

(a) the Subcontractor, in which case the moneys shall be paid to the Subcontractor; or

(b) the Managing Contractor.

9.7. **Substitution of Security for Retention Moneys**

The Managing Contractor shall be at liberty at any time to provide in lieu of retention moneys, security in any of the forms permitted in Clause 9.3. To the extent that such security is provided, the Principal shall not deduct retention moneys and shall forthwith release retention moneys.

9.8. **Additional Security - Unfixed Plant and Materials**

Security provided by the Managing Contractor for unfixed plant and materials pursuant to Clause 57.7 shall be:

(a) subject to the terms of Clauses 9.3 and 9.9; and

(b) in an amount equal to the payment claimed for the plant or materials.

9.9. **Conversion of Security and Recourse to Retention Moneys**

9.9.1. The Principal may at any time, convert into money, security and retention moneys that does not consist of money whether or not the Principal is then entitled to exercise a right under the Contract in respect of the security or retention moneys. The Principal shall not be liable in any way for any loss occasioned by the conversion. The Principal may have recourse to security, retention moneys or both including moneys obtained by conversion of security and retention moneys where the Principal has become entitled to exercise a right under the Contract in respect of retention moneys or security or is otherwise entitled at law to have recourse to such moneys or security.

9.9.2. If:

(a) after the Principal has exercised all or any of the Principal's rights under the Contract in respect of the security and retention moneys (except for those set out in this clause); and

(b) the security and retention moneys or any part or parts thereof then remaining is, but for this clause, releasable to the Managing Contractor pursuant to Clause 9.10 or 9.11;

then:

(c) before releasing any security and retention moneys or any part or parts thereof then remaining:

(i) the Principal may ascertain the existence and amount of any Subcontractors' Charge;

(ii) in the event that any such Subcontractors' Charge is found to exist, then the Principal may convert into money any security or any part thereof then remaining that does not consist of money. Any money so obtained shall be regarded as due, creditable or allowable to the Managing Contractor pursuant to the Contract in complete or partial satisfaction of the contract price (for the purposes of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld)); and

(iii) the Principal may pay into court or otherwise secure the money for the benefit of the chargee from such moneys so due, creditable or allowable the total amount set out in the said Subcontractor's Charge and account to the Managing Contractor as to the balance, if any.

9.10. **Reduction of Security and Retention Moneys**

9.10.1. Subject to Clause 9.9.2, upon issue of the Certificate of Practical Completion, the Principal's entitlement to security and retention moneys shall be reduced to the amount or percentage thereof stated in the Annexure or, if no amount or percentage is stated, to 50% thereof.

9.10.2. If the Principal's Representative issues a direction pursuant to Clause 51 which provides for a separate defects liability period of a stated duration in respect of the work of rectification, the Principal's Representative may, in its absolute discretion, determine that from the end of the initial Defects Liability Period, the Principal's entitlement to security and retention monies shall be further reduced to such amount or percentage as the Principal's Representative determines in it absolute discretion.

9.11. **Release of Security**

9.11.1. Where the Managing Contractor has provided additional security pursuant to Clause 57.7, the Principal shall release that additional security within 14 days of the certification by the Principal's Representative of:

(a) the incorporation into the Works of the unfixed plant or materials in respect of which the additional security was furnished; and

(b) that such unfixed plant or materials are in accordance with the terms of the Contract.

9.11.2. Subject to the Principal's rights to set-off under Clause 57.14 and to have recourse to cash security or retention moneys under Clause 9.9, and subject to Clause 9.11.3, the Principal shall release security or retention moneys provided by the Managing Contractor pursuant to Clause 9.2 or 9.7 or so much as may remain after the application of Clause 9.10 within 28 days of the later of:

(a) the requirement to do so by Clauses 60.1 and 60.2; or

(b) the issue of the Final Certificate under Clause 57.12.

9.11.3. Where there is any claim, adjudication or proceeding commenced pursuant to or in connection with the *Building Industry Fairness (Security of Payment) Act 2017* (Qld), including proceedings commenced by the Principal to recover an amount the subject of a payment claim pursuant to the *Building Industry Fairness (Security of Payment) Act 2017* (Qld), the Principal is not obliged to release security or retention moneys until 28 days after the finalisation of such claim, adjudication or proceeding.

9.12. **Interest on Security and Retention Moneys**

The Principal shall own any interest earned on retention moneys and security provided pursuant to this Contract.

9.13. **Deed of Guarantee and Indemnity**

Where the Managing Contractor is a related or subsidiary corporation (as defined in the *Corporations Act 2001*(Cth)) the Managing Contractor shall, within 14 days after receiving a written request from the Principal, provide a Deed of Guarantee and Indemnity by the corporation to which the Managing Contractor is a related or subsidiary corporation duly executed and enforceable. The form of such Deed of Guarantee and Indemnity shall be that in Schedule 10.

## 10. SERVICE OF NOTICES

10.1. **Address**

The Principal, the Managing Contractor and the Principal's Representative and the Managing Contractor's Representative shall each notify the others of a change of address and change of facsimile number.

10.2. **Service**

10.2.1. A notice in connection with the Contract:

(a) must be signed by a duly authorised representative of the party giving the notice;

(b) must be in writing; and

(c) must be:

(i) delivered by hand to the address of the addressee contained in the Contract or which is subsequently notified under Clause 10.1; or

(ii) sent by prepaid ordinary post to the address of the addressee contained in the Contract or which is subsequently notified under Clause 10.1; or

(iii) sent by facsimile to the facsimile number of the addressee stated in the Contract or which is subsequently notified under Clause 10.1; and

(d) is deemed to be received:

(i) in the case of a notice delivered by hand, upon delivery, except if delivery occurs:

(A) after 5pm on a business day; or

(B) on a day which is not a business day;

in which case delivery will be deemed to have occurred at 9am on the next business day;

(ii) in the case of a notice forwarded under Clause 10.2.1(c)(ii), within 5 business days of its posting; and

(iii) in the case of a notice delivered under Clause 10.2.1(c)(iii), on the production of a facsimile transmission report which indicates that the notice in its entirety was forwarded to the recipient's facsimile number, except if the transmission is completed and confirmed to have occurred:

(A) after 5pm on a business day; or

(B) on a day which is not a business day;

in which case the transmission will be deemed to have been completed and confirmed at 9am on the next business day.

10.2.2. Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

10.2.3. Notwithstanding Clause 10.2.1, the Principal's Representative may direct that specified notices or other communication may be effected by specified electronic means. In any such direction, the Principal's Representative must specify when such notices and communications shall be deemed to be received.

## 11. GCS OFFER

11.1. **Managing Contractor's GCS Offer**

11.1.1. During Stage One of the Contract and within eight (8) weeks of receiving a written request by the Principal, the Managing Contractor shall provide a GCS Offer. The GCS Offer must meet all the requirements of Schedule 14 and this Clause 11.1.

11.1.2. The Managing Contractor's GCS Offer shall account for all matters which are or should reasonably be known to the Managing Contractor at the time of providing the GCS Offer, and shall set out the basis for and quantify the amounts of any adjustments to which the Managing Contractor claims to be entitled under Clause 11.3 or any other provision of the Contract, in respect of:

(a) the Management Fee;

(b) the On Site Overheads Fee;

(c) the Provisional Delay Allowance; and

(d) the Consultants Fee.

11.1.3. The Managing Contractor's GCS Offer shall include an all up total of the guaranteed construction sum and all matters referred to in Clause 11.1.2, including any adjustments in respect of the amounts listed in Clause 11.1.2 (a) to (d).

11.1.4. Failure to comply with Clause 11.1 will constitute a substantial breach of contract.

11.1.5. The Managing Contractor's GCS Offer shall remain open for acceptance until the Principal notifies the Managing Contractor in writing of the Principal's acceptance or rejection of the GCS Offer in accordance with Clause 11.2, which shall be given within a reasonable time.

11.2. **Principal's Options**

11.2.1. The Principal shall not be bound to accept the Managing Contractor's GCS Offer but shall, at its sole discretion and without obligation to act reasonably, be free to:

(a) accept the Managing Contractor's GCS Offer, in which case:

(i) the guaranteed construction sum accepted shall become the Guaranteed Construction Sum under the Contract; and

(ii) the Managing Contractor's fees may be adjusted in accordance with the Managing Contractor's GCS Offer, provided that the Managing Contractor is entitled to such adjustments under Clause 11.3 or any other provision of the Contract; or

(b) reject the Managing Contractor's GCS Offer.

11.2.2. If the Managing Contractor's GCS Offer is rejected by the Principal, the Managing Contractor will have no further entitlement or remedy, other than for payment of any outstanding amount by the Principal for the work under the Contract in respect of Stage One including payment of any amounts in respect of any Early Works carried out.

11.3. **Adjustment of fees at time of GCS Offer**

11.3.1. Where the Principal elects to accept the GCS Offer, the Management Fee, On Site Overheads Fee, Consultants Fee and Provisional Delay Allowance shall be subject to adjustments in accordance with this Clause 11.3 at the time of acceptance of the GCS Offer.

11.3.2. The Managing Contractor shall only be entitled to adjustments pursuant to this Clause 11.3, where the Managing Contractor has complied with Clause 11.1.

11.3.3. If there are changes:

(a) between the scope of Works contained in the Project Brief and the scope of Works in the GCS Offer Project Brief;

(b) in the scope of the Works caused by a Latent Condition encountered on the Site during Stage One; or

(c) between the Principal's preliminary completion time contained in the Project Brief and the Managing Contractor's time for Practical Completion contained in the GCS Offer;

which result in a material effect on the tendered resources included in the Management Fee, then the Managing Contractor shall be entitled to a reasonable adjustment to the tendered Management Fee, having regard to any applicable rates or prices provided in the costed methodology statement provided with the Managing Contractor's Tender.

11.3.4. If there are changes:

(a) between the scope of Works contained in the Project Brief and the scope of Works in the GCS Offer Project Brief; or

(b) between the Principal's preliminary completion time contained in the Project Brief and the Managing Contractor's time for Practical Completion contained in the GCS Offer;

which result in a material effect on the tendered On Site Overheads, then the Managing Contractor shall be entitled to a reasonable adjustment to the tendered On Site Overheads Fee, having regard to any applicable rates or prices provided in the costed methodology statement provided with the Managing Contractor's Tender.

11.3.5. If there are changes between the scope of Works contained in the Project Brief and the scope of Works in the GCS Offer Project Brief, which result in an increase or decrease to the work to be performed by, and fees payable to, one or more of the Consultants listed in the Managing Contractor's Tender Form, then the Managing Contractor shall be entitled to a reasonable adjustment to the tendered Consultants Fee, having regard to the terms of the contract between the Managing Contractor and the Consultant.

11.3.6. Where the Principal has nominated a fee basis for Consultants listed in the Managing Contractor's Tender Form that requires application of a percentage to the Guaranteed Construction Sum to be agreed between the Principal and the Managing Contractor at the time of acceptance of the GCS Offer, and the Guaranteed Construction Sum agreed between the Principal and the Managing Contractor is different to the respective amount included in the Project Construction Cost Estimate, then the Managing Contractor shall be entitled to an adjustment to the Consultants Fee, having regard to the difference between the Guaranteed Construction Sum and the respective amount included in the Project Construction Cost Estimate.

11.3.7. If there are changes between the scope of Works contained in the Project Brief and the scope of Works in the GCS Offer Project Brief which result in a material effect on the tendered Provisional Delay Allowance, then the Managing Contractor shall be entitled to a reasonable adjustment to the applicable rate or rates contained in the Managing Contractor's Tender in relation to the Provisional Delay Allowance, only to the extent of the material effect of any increase or decrease in the scope of Works between the Project Brief and the GCS Offer Project Brief.

## 12. WARRANTIES

### 12.1. Managing Contractor's Warranties

12.1.1. The Managing Contractor warrants that at all times the Managing Contractor shall be suitably qualified and experienced and shall exercise due skill, care and diligence in the execution and completion of the work under the Contract.

12.1.2. The Managing Contractor further warrants to the Principal the following:

(a) in submitting the GCS Offer, the Managing Contractor warrants that it has investigated and satisfied itself of the adequacy and suitability of the GCS Offer Project Brief and the Contract to enable the Managing Contractor to perform all the work under the Contract without limitation in accordance with the Contract. In particular, the Managing Contractor warrants the sufficiency of the Guaranteed Construction Sum;

(b) those things referred to in Clause 6;

(c) the warranties pursuant to Clause 21.2.18;

(d) the Managing Contractor has assessed the potential for delays, disruption, suspension and extra costs in the performance of the work under the Contract from any cause associated with noise, dust

and other nuisances, the presence of other contracts that are notified by the Principal to the Managing Contractor before the time of submission of the GCS Offer, and the use of the premises in which the Site is located and has made due allowance in its GCS Offer and will not claim any extra amount or extension of time from the Principal due to compliance with Clause 25;

(e) the Managing Contractor shall perform all duties and act in good faith;

(f) in respect of Design Work:

(i) in carrying out Design Work, the Managing Contractor will exercise the degree of skill, care and diligence expected of a skilled and competent design professional, who regularly acts in the capacity in which the Managing Contractor is engaged;

(ii) the Managing Contractor will prepare the Developed Design in accordance with the GCS Offer Project Brief and other requirements of the Contract so that the Developed Design will be suitable, appropriate and adequate:

(A) for the purpose stated in the GCS Offer Project Brief; and

(B) to produce an end product that meets the requirements of the GCS Offer Project Brief;

having regard to the assumptions that the Managing Contractor can be reasonably expected to make in accordance with sound professional principles; and

(iii) where the Managing Contractor changes the GCS Offer Project Brief in accordance with Clause 19.2, such changes will not, without limitation, affect the suitability for purpose of the Developed Design;

(g) Subject to Stage Two proceeding, in respect of Documentation Work:

(i) in carrying out Documentation Work, the Managing Contractor will exercise a degree of skill, care and diligence expected of a skilled and competent design professional who regularly acts in the capacity in which the Managing Contractor is engaged;

(ii) the Managing Contractor will complete all Documentation Work in accordance with the Developed Design and the requirements of the Contract so that the Subcontract Construction Documentation will be suitable, appropriate and adequate:

(A) for the purpose stated in the GCS Offer Project Brief; and

(B) to produce an end product that meets the requirements of the GCS Offer Project Brief;

having regard to the assumptions that the Managing Contractor can be reasonably expected to make in accordance with sound professional principles;

(iii) the Managing Contractor will not modify the Developed Design except insofar as it is necessary to overcome any ambiguity or discrepancy in accordance with Clause 5; and

(iv) the Managing Contractor has sufficient design resources (including Consultants) to maintain efficient and timely production of all Subcontract Construction Documentation;

(h) Subject to Stage Two proceeding, in respect of Construction Work:

(i) Construction Work and the Works when constructed will be in accordance with the Subcontract Construction Documentation, all other requirements of the Contract and the requirements of all statutory authorities;

(ii) the Construction Work will comply with any relevant standards of Standards Australia or the Contract, and if more than one, the highest such standard;

(iii) if the Subcontract Construction Documentation does not specify the standard of workmanship, material, finish or any other aspect of the Works then the standard of such workmanship, material, finish, or other aspect will be in accordance with the Developed Design, and will be fit

for their intended purpose as described in the GCS Offer Project Brief and consistent with the nature and character of the Works; and

(iv) all Construction Work and the Works when completed will be free from defects and fit for their intended purpose as described in the GCS Offer Project Brief; and

(i) the Principal will not pay as the Actual Construction Sum any greater amount than the Guaranteed Construction Sum, and that the Managing Contractor shall meet, pay and discharge to the satisfaction of the Principal all moneys, payments, obligations and liabilities whatsoever over and above the Guaranteed Construction Sum.

12.2. **Warranties and Indemnities Unaffected**

The Managing Contractor acknowledges that all warranties and indemnities given under the Contract will remain unaffected notwithstanding:

(a) any advice, review, comment, approval or direction by the Principal, the Principal's Representative or the employees, consultants or agents of the Principal in respect of:

(i) any matter which the Managing Contractor has an obligation under the Contract to undertake its own investigations; and

(ii) Design Work, Documentation Work or Construction Work produced by the Managing Contractor;

(b) subject to Clause 53.2.4, any Variation under Clause 53;

(c) any modifications to the Project Brief or GCS Offer Project Brief pursuant to Clause 19; and

(d) that the Managing Contractor engages any Subcontractor or any Consultant in connection with any of the work under the Contract (whether with or without the consent of the Principal).

12.3. **Principal's Reliance on Warranties**

The Managing Contractor acknowledges that the Principal has entered into the Contract in reliance upon the warranties set out in the Contract.

12.4. **Manufacturers' Performance Warranties**

12.4.1. The Managing Contractor shall procure a warranty for each of the items listed in Schedule 3, or if none are listed on Schedule 3, shall request from the Principal during Stage One items that require warranties, which are to form part of the Works from the supplier or manufacturer of the materials, goods, plant or equipment and give an executed copy to the Principal's Representative. The warranty shall be in the form of that contained in Schedule 3.

12.4.2. The warranties which are required by the preceding paragraph shall not be construed in any way to modify or limit any of the rights, powers or remedies of the Principal against the Managing Contractor whether under the Contract or otherwise in respect of the materials, goods, plant and equipment the subject of a warranty and the Managing Contractor must discharge the Managing Contractor's obligations under the Contract in respect of any defective work in respect of materials or goods for which such a warranty has been obtained despite the Principal having the benefit of the warranty.

12.4.3. If requested by the Managing Contractor, the Principal's Representative may issue a direction under Clause 53.3 varying the terms of a warranty to be obtained from a supplier or manufacturer under Clause 12.4.1.

12.4.4. When deciding whether a variation referred to in Clause 12.4.3 should be issued, the Principal's Representative shall take into account:

(a) the quantum of any additional amount required by a supplier or manufacturer as consideration for providing a warranty in terms of Schedule 3;

(b) whether an alternative supplier or manufacturer would be prepared to provide a warranty in those terms;

(c) whether the Managing Contractor has used its best endeavours to obtain a warranty in those terms from the manufacturer or supplier; and

(d) whether the supplier or manufacturer is not prepared to provide a warranty in the form of Schedule 3 but is prepared to provide a warranty which is generally representative of warranties commercially available for the relevant item.

12.4.5. Without limiting the obligations of the Managing Contractor under the Contract, during the currency of the warranties referred to in this Clause 12.4, the Managing Contractor must, at its own cost:

(a) if required by the Principal, arrange and coordinate any necessary inspections, tests, replacements or rectification work under such warranties; and

(b) assist the Principal in the pursuit of any warranty claims.

12.4.6. The Principal's Representative may at any time by notice in writing to the Managing Contractor direct that a performance trial or trials be carried out to verify that the Works or any part of the Works (as the case requires) complies with a performance warranty or specification. Such performance trial or trials shall thereafter be carried out in accordance with the provisions of Clause 43 as soon as practicable.

12.4.7. Performance trials shall be carried out in accordance with the relevant Australian Standard or if there is no relevant Australian or overseas standard in accordance with the recognised industry practice. The Managing Contractor shall supply all equipment and suitably qualified and experienced technical staff necessary to conduct the performance trials.

12.4.8. The cost of all performance trials shall be borne in accordance with the provisions of Clause 43.7.

12.4.9. In the event that any performance trial shows that the Works or any part of the Works fails to comply with the performance warranty or specification, the Managing Contractor shall at the Managing Contractor's own expense arrange for such modifications or additional work as may be necessary to enable the Works to comply with the performance warranty or specification and conduct a further formal performance trial to verify that the Works or such relevant part of the Works complies with that performance warranty and/or specification. The cost of this and any subsequent performance trials necessary to verify that the Works comply with the performance warranty or specification shall be borne by the Managing Contractor.

## 13. PROJECT ADVISORY GROUP

### 13.1. Establishment, Duration and Purpose

13.1.1. Within seven (7) days after the Date of Acceptance of Tender, a Project Advisory Group (PAG) shall be established.

13.1.2. The PAG shall monitor, decide and advise on all aspects of the work under the Contract.

13.1.3. The first meeting of the PAG shall be convened by the Principal's Representative within fourteen (14) days of the Date of Acceptance of Tender and thereafter meetings shall be held at least once during each month provided that special meetings shall be convened at the request of either party.

13.1.4. The PAG shall operate until the issue of the Final Certificate under Clause 57.12 or such other time determined by the Principal's Representative.

### 13.2. Membership

13.2.1. The Principal and the Managing Contractor shall be entitled to have a representation on the PAG as stated in the Annexure. The Principal's Representative shall be one of the Principal's delegates. The Managing Contractor's Representative shall be one of the Managing Contractor's delegates.

13.2.2. Each party shall by notice in writing advise the other party of the names, addresses, telephone numbers and facsimile numbers of its delegates.

13.2.3. The Chairperson may, at the request of either party, include as attendees of PAG meetings, representatives of Consultants and Subcontractors involved as well as other individuals who may be able to assist the PAG in the performance of its functions.

13.2.4. The Chairperson may, at the request of any delegate to the PAG and at the cost of that delegate, call upon any person for a report or other advice to assist the PAG in the PAG's deliberations.

13.2.5. The Principal may in the Principal's discretion require each delegate to the PAG to execute a warranty that each delegate to the PAG shall perform all duties and act in good faith as defined in Clause 7.

13.3. **Meetings**

13.3.1. A quorum for the PAG shall be the Principal's Representative and the Managing Contractor's Representative.

13.3.2. The Principal's Representative shall determine the agenda, chair and take minutes of the first meeting of the PAG. Thereafter the Managing Contractor's Representative shall determine the agenda, chair, take and distribute minutes of all meetings of the PAG.

13.3.3. Agenda items shall include reviews of:

(a) the Managing Contractor's activities;

(b) the Principal's duties;

(c) programming and in particular programming for the period until the next meeting of the PAG;

(d) budgeting and costs including where applicable the most recently submitted cost plan report created by the Managing Contractor in accordance with Schedule 15;

(e) quality;

(f) safety;

(g) the Design Work undertaken by the Managing Contractor and any Design Documents submitted to the Principal's Representative for review;

(h) Variations which in the opinion of the Managing Contractor require adjustment to the Guaranteed Construction Sum; and

(i) any other items identified by the Principal's Representative or the Managing Contractor's Representative.

13.3.4. The Chairperson of each meeting of the PAG shall provide to the Principal and the Managing Contractor a written report within two (2) days after each PAG meeting.

13.4. **Decisions of the PAG**

All matters arising at a meeting of the PAG shall be determined by unanimous agreement of the PAG delegates. If the delegates cannot reach unanimous agreement on any matter it shall be decided by the Principal's Representative.

13.5. **Managing Contractor's Reports**

13.5.1. Within seven (7) days of the end of each month, the Managing Contractor shall provide to the Principal's Representative a report for consideration by the PAG.

13.5.2. This report shall be in a format and to a level of detail agreed to by the Principal's Representative and without limitation contain:

(a) procedural matters/outstanding action;

(b) Consultants design and documentation reports including test results and statements advising of any departures from the Project Brief or GCS Offer Project Brief;

(c) construction report, which shall include statements from Consultants advising of any departures from the GCS Offer Project Brief;

(d) financial report;

(e) program report including potential causes of delay;

(f) key issues;

(g) general business;

(h) instructions or advices given to the Managing Contractor as these relate to non conformance issues; and

(i) defects lists;

and have appended to it:

(j) site inspection reports;

(k) program detail;

(l) minutes of previous PAG meeting;

(m) the original of all Consultants reports;

(n) Non Conformance Register;

(o) photographs showing the status of Site;

(p) the Managing Contractor's cost plan report considered at the previous meeting of the PAG and any subsequent cost plan reports the Managing Contractor has been required to create in accordance with Schedule 15; and

(q) any other matters requested by the Principal's Representative from time to time.

## 14. DESIGN WORK

The Managing Contractor shall, with skill, care and diligence:

(a) in undertaking the Design Work, consider reasonable options and alternatives which satisfy the requirements of the GCS Offer Project Brief or, during Stage One the Project Brief, and present the Managing Contractor's preferred design solution to the Principal's Representative in a timely manner;

(b) produce the Developed Design:

(i) in accordance with the GCS Offer Project Brief or, during Stage One the Project Brief;

(ii) so that the Actual Construction Sum is minimised as much as possible; and

(iii) so that work under the Contract can be completed by the Date for Practical Completion;

(c) obtain the Principal's Representative's written approval to the Developed Design;

(d) manage the Consultants in the production of the Developed Design; and

(e) decide on the manner in which the Construction Work should be divided into packages for the purpose of facilitating the calling of tenders for Subcontracts.

## 15. DOCUMENTATION WORK

The Managing Contractor shall, with skill, care and diligence:

(a) produce the Subcontract Construction Documentation in accordance with the Developed Design so that the Subcontract Construction Documentation will be fit for its intended purpose in all respects;

(b) manage the Consultants in the production of the Subcontract Construction Documentation;

(c) not modify the Subcontract Construction Documentation except insofar as it is necessary to overcome any ambiguity or discrepancy in accordance with Clause 5; and

(d) decide and advise the Principal on the manner in which the Construction Work will be divided into Subcontract Construction Documentation.

## 16. CONSTRUCTION WORK

### 16.1. Completion of the Works

The Managing Contractor shall, with skill, care and diligence construct and complete the whole of the work under the Contract in accordance with the Contract and without restricting the generality of the foregoing the Managing Contractor shall:

(a) construct the Works in accordance with the Developed Design and Subcontract Construction Documentation;

(b) arrange for the supply of all:

(i) materials;

(ii) labour;

(iii) plant and equipment; and

(iv) everything else;

necessary for the execution and completion of the Works and the Managing Contractor's obligations under the Contract, including (without limitation) the Site establishment, services and facilities; and

(c) prepare a comprehensive management plan incorporating the Program and maintain its currency for the duration of the work under the Contract.

### 16.2. Commissioning Work

The Managing Contractor shall, with skill, care and diligence, in accordance with best engineering practice:

(a) provide the Principal and the Principal’s employees assistance with the initial occupation and operation of the Works;

(b) assist the Principal or the nominated agents of the Principal in understanding the performance of the Works;

(c) ensure the satisfactory operation of all building components, equipment and contents;

(d) provide to the Principal a draft version of the Asset Management and Maintenance Database and all operating manuals and maintenance manuals required by the Principal, sufficient to enable the commissioning of the Works;

(e) record and submit to the Principal's Representative details of all test results;

(f) give the Principal's Representative reasonable prior notice of the carrying out of any part of the commissioning required by the Program; and

(g) immediately notify the Principal's Representative if any portion of work under the Contract fails to pass a commissioning requirement, make good that work and after completion of the remedial work promptly carry out further commissioning of that work.

16.3. **12 Week Maintenance, Monitoring and Adjustment Period**

The Managing Contractor shall at the Managing Contractor's own cost arrange for a team of suitably qualified and equipped personnel to maintain, monitor and adjust the Works or any part of the Works to comply with the Contract during a period of twelve (12) weeks commencing on the Date of Practical Completion. The Managing Contractor shall arrange for the provision of all replacement parts and labour necessary and required for the performance of the Works during this period including without limitation all consumable maintenance parts (including filters and lubricants).

## 17. EARLY WORKS

17.1. **Early Works Direction**

17.1.1. The Principal's Representative may direct the Managing Contractor to commence to carry out part of the Construction Work as Early Works prior to the Completion of Stage One.

17.1.2. A direction by the Principal's Representative pursuant to Clause 17.1 shall not be a Direction to Accelerate or be a request for an Acceleration Proposal (as those terms are defined in Clause 47.1).

17.1.3. The Managing Contractor shall not be entitled to an adjustment of:

(a) the Management Fee;

(b) the Consultants Fee;

(c) the On Site Overheads Fee;

(d) the Off Site Overheads and Profit Fee; or

(e) the Guaranteed Construction Sum;

on account of the Principal's Representative issuing a direction pursuant to Clause 17.1.

17.1.4. The Principal shall provide access to the Site at the time specified in the direction of the Principal's Representative to enable the Managing Contractor to carry out Early Works. Clause 39 shall apply to any such access given to the Managing Contractor.

17.2. **Early Works Subcontracts**

17.2.1. The Managing Contractor must not let an Early Works Subcontract without the prior written approval of the Principal's Representative. In all other respects, the Managing Contractor must fully comply with the provisions of Clause 21 in respect of all Early Works Subcontracts.

17.2.2. Early Works Subcontracts shall include a right to terminate for convenience.

17.2.3. Amounts paid and payable under Early Works Subcontracts shall be included in the Guaranteed Construction Sum and the Actual Construction Sum.

17.2.4. If the Principal rejects the Managing Contractor's GCS Offer under Clause 11.2.1, the Managing Contractor shall continue to carry out and complete all Early Works pursuant to the terms of the Contract unless the Principal directs the Managing Contractor to:

(a) terminate the Early Works Subcontracts; or

(b) assign or novate (at no cost to the Principal) all or some of the Early Works Subcontracts to the Principal by entering into and executing a Deed of Novation satisfactory to the Principal.

## 18. CONSULTANTS

### 18.1. Engagement of Consultants

18.1.1. The Managing Contractor shall engage the Consultants in accordance with the Managing Contractor's Tender and any other Consultants that the Managing Contractor considers are required to undertake:

(a) the Minimum Consultancy Services (if any) as stated in Schedule 5; and

(b) any services in addition to the Minimum Consultancy Services to fulfil its obligations under the Contract.

18.1.2. The Managing Contractor shall make its own determinations as to the nature, extent and timing of all consultancy services required by the Managing Contractor including any consultancy services additional to the Minimum Consultancy Services.

18.1.3. The Managing Contractor shall not be entitled to an adjustment to the Consultants Fee, the Management Fee, the On Site Overheads Fee or the Off Site Overheads and Profit Fee for costs of any nature whatsoever associated with the engagement or work of a Consultant where that Consultant was not:

(a) identified in the Managing Contractor's Tender;

(b) directed to be engaged by the Principal under Clause 18.2; or

(c) required to perform the work of a Variation directed under Clause 19.1 or 53.1.

18.1.4. The Managing Contractor shall provide to the Principal's Representative within a reasonable time a copy of all documents evidencing the entire agreement between the Managing Contractor and each of its Consultants under this Clause 18.1.

### 18.2. Other Consultancy Services Required by Principal

18.2.1. The Principal may direct the Managing Contractor to engage additional Consultants or extend the services of an existing Consultant. The Principal shall identify:

(a) the work to be carried out by such Consultant;

(b) the time for performance of such work; and

(c) direct the Managing Contractor to procure from the Consultant the Consultant's fee proposal.

18.2.2. The Managing Contractor shall advise the Principal, within the time stipulated by the Principal, the terms of the consultant's fee proposal and the Principal may direct the Managing Contractor to engage the additional Consultant or extend the Consultant's services.

18.2.3. If so directed by the Principal, the Managing Contractor shall engage and manage such Consultants as if they and the required services had been identified in the Tender Documents without adjustment to the Management Fee and at no additional cost to the Principal other than an adjustment to the Consultants Fee to take into account the fees of the additional Consultants the subject of the Principal's direction pursuant to this Clause 18.2. This Clause 18.2 does not apply where the direction is a Variation.

18.2.4. The Managing Contractor shall provide to the Principal's Representative within a reasonable time a copy of all documents evidencing the entire agreement between the Managing Contractor and each of its Consultants under this Clause 18.2.

### 18.3. Responsibility for Consultants

18.3.1. The Managing Contractor by engaging any Consultant (whether with or without the consent of the Principal) shall not be relieved from any of the Managing Contractor's liabilities or obligations under the Contract.

18.3.2. All Consultants engaged by the Managing Contractor shall be accountable to the Managing Contractor on all matters relating to their engagement and the Managing Contractor shall be responsible to the Principal for any acts, defaults and neglects of the Consultants engaged by it.

18.3.3. The Managing Contractor shall allow the Principal's Representative to communicate directly with any Consultant and ensure, if requested by the Principal, a Consultant's attendance at any meeting in connection with the services being provided by the Consultant.

18.3.4. If requested by the Principal's Representative at any time, the Managing Contractor shall ensure that the Consultant certifies to the Principal that Design Work or Documentation Work carried out by the Consultant complies with the GCS Offer Project Brief.

18.4. **Co-ordination of Consultants**

The Managing Contractor shall be responsible for co-ordinating the work of the Consultants and shall provide and direct all necessary personnel to administer, supervise, inspect, co-ordinate and control the Consultants so as to ensure the completion of the work undertaken by the Consultants in a suitable manner and at a rate of progress consistent with the completion of the Works in accordance with the Program.

18.5. **Termination of a Consultancy Agreement**

The Managing Contractor agrees that if a contract or agreement with a Consultant is terminated for any reason, the Managing Contractor remains fully responsible in all respects for the proper completion in accordance with the Contract of the Design Work, the Documentation Work and the Construction Work being carried out by the Consultant. All costs, expenses or losses of any kind in relation to such termination shall be the responsibility of the Managing Contractor. Neither the Principal nor the Principal's Representative shall be under any obligation to nominate a replacement Consultant.

18.6. **Changes in Consultant's Staff**

18.6.1. The Managing Contractor shall immediately notify the Principal's Representative upon the Managing Contractor receiving any notice from a Consultant that the effective control of the Consultant has changed or upon the Managing Contractor being aware that the Consultant has engaged or dismissed or removed key staff.

18.6.2. Upon receipt of such notice the Principal's Representative may direct the Managing Contractor to terminate the engagement of the relevant Consultant.

18.7. **Consultant's Deed of Obligation**

18.7.1. The Managing Contractor shall procure from each Consultant engaged in connection with the work under the Contract the execution of a copy of the Consultant's Deed of Obligation in Schedule 4 (completed with the relevant particulars) within a reasonable time.

18.7.2. If any Consultant fails to execute a copy of the Consultant's Deed of Obligation within a reasonable time, the Managing Contractor shall terminate the engagement of the Consultant and shall engage another Consultant.

18.8. **Quantity Surveyor**

Unless directed otherwise by the Principal's Representative, Subcontract bills of quantities shall be prepared by a Consultant quantity surveyor engaged by the Managing Contractor. The bills of quantities shall be measured in accordance with Australian Standard Method of Measurement Sixth Edition and individual buildings and external works shall be elementally coded in accordance with the AIQS Australian Cost Management Manual 2000 Volume 1, Appendix A3.

## 19. DESIGN CHANGE VARIATIONS PRIOR TO ACHIEVEMENT OF DEVELOPED DESIGN

19.1. **Changes at the direction of the Principal's Representative**

19.1.1. The Principal's Representative may, prior to achievement of the Developed Design, direct the Managing Contractor to:

(a) change the GCS Offer Project Brief or where the Principal has not accepted a GCS Offer Project Brief then the Project Brief; or

(b) incorporate an alternative design solution into the Developed Design where the Managing Contractor has complied with Clause 14(a);

by providing the Managing Contractor with a Variation direction in writing.

19.1.2. If the Principal's Representative issues a Variation direction pursuant to Clause 19.1.1, the Principal's Representative shall determine the amount of a reasonable adjustment (if any) to the Management Fee, Consultants Fee, On Site Overheads Fee, Off Site Overheads and Profit Fee for Stage One (if applicable) and Guaranteed Construction Sum (if applicable) and any reasonable adjustment to the Date for Practical Completion (if applicable). The Managing Contractor shall not be entitled to any damages for delay or disruption pursuant to Clause 50 or otherwise as a result of a direction issued by the Principal's Representative pursuant to Clause 19.1.1.

19.2. **Changes for the Convenience of the Managing Contractor**

19.2.1. The Managing Contractor may, prior to achievement of the Developed Design, request a change to the GCS Offer Project Brief or where the Principal has not accepted a GCS Offer Project Brief then the Project Brief, as a Variation for the convenience of the Managing Contractor. The Managing Contractor shall keep the Principal's Representative informed of the progress of Design Work so as to give the Principal a reasonable time to consider any request pursuant to this Clause 19.2.

19.2.2. The Principal's Representative may, at its discretion, approve or reject the Managing Contractor's request pursuant to this Clause 19.2, by notice in writing. Any approval may be subject to conditions imposed by the Principal's Representative.

19.2.3. Unless the Principal's Representative otherwise directs in a notice approving the Variation, the Managing Contractor shall not be entitled to:

(a) any increase to the Management Fee, Consultants Fee, On Site Overheads Fee, Off Site Overheads and Profit Fee, Project Construction Cost Estimate or Guaranteed Construction Sum; or

(b) any extension of time for Practical Completion; or

(c) damages for delay or disruption pursuant to Clause 50 or otherwise;

in respect of the Variation or anything arising out of the Variation pursuant to this Clause 19.2 which would not have arisen had the Variation not been approved.

## 20. SUPPLY OF DOCUMENTS

20.1. **Supply of Documents by Principal**

20.1.1. Unless otherwise stated, the Principal shall supply to the Managing Contractor 4 copies or an electronic copy of the documents required by the Contract to be supplied to the Managing Contractor by the Principal.

20.1.2. Documents supplied to the Managing Contractor by the Principal shall remain the property of the Principal and shall be returned by the Managing Contractor to the Principal on demand in writing.

20.1.3. The documents shall not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the work under the Contract.

20.2. **Supply of Documents by Managing Contractor**

20.2.1. If the Contract requires the Managing Contractor to supply documents to the Principal, the Managing Contractor shall, unless otherwise stated, supply 4 hard copies and an electronic copy in a format which is acceptable to the Principal.

20.2.2. The Managing Contractor shall supply to the Principal's Representative the documents and information as required by the Contract, in a form satisfactory to the Principal's Representative and at those times stated in the Contract or requested by the Principal's Representative or, if no times are stated in the Contract or requested by the Principal's Representative, then in a reasonable time before the work contained in those documents is commenced.

20.2.3. If the Contract provides that the Managing Contractor must obtain the Principal's Representative's direction whether documents are suitable or are not suitable then, within a reasonable time after receipt of the documents, the Principal's Representative shall notify the Managing Contractor that the documents are suitable or are not suitable.

20.2.4. The Principal's Representative's approval to any documentation shall not relieve the Managing Contractor from responsibility for compliance with the requirements of the Contract.

20.2.5. If the Principal's Representative notifies the Managing Contractor that the documents are not suitable, the Principal's Representative shall give reasons why the documents are not suitable and the Managing Contractor shall submit new or amended documents for the Principal's Representative's direction pursuant to this Clause 20.2.

20.3. **Supply of documentation**

20.3.1. The Managing Contractor must maintain a marked up set of all "as constructed" installation drawings and submit these for review to the Principal's Representative within one month of the completion of the relevant trade work.

20.3.2. At least three months prior to the Date of Practical Completion, the Managing Contractor shall provide to the Principal two (2) copies of "interim" operating manuals and maintenance manuals for all components of the Works.

20.3.3. Within two weeks after the Date of Practical Completion, the Managing Contractor shall provide to the Principal:

(a) three (3) copies of the final Asset Management and Maintenance Database and all operating manuals and maintenance manuals required by the Principal; and

(b) three (3) complete sets of "as constructed" drawings, trade specifications and other required documents.

20.3.4. All drawings required to be provided by the Managing Contractor must be in both hard copy and electronic format. The hard copy format shall be in accordance with the relevant standards. The electronic format shall be provided on CD-ROM or any other such electronic format acceptable to the Principal for Maintenance Manuals (excluding manufacturer's literature) and in "Auto CAD" drawing format for "as constructed" drawings.

20.3.5. Within two weeks after the Date of Practical Completion, the Managing Contractor shall also provide to the Principal:

(a) all guarantees and warranties required by the Contract;

(b) certificates from each of the Consultants certifying that the Works comply with the Subcontract Construction Documentation; and

(c) all other certificates required by the Contract and evidence of all approvals, consents and permission from all authorities.

20.4. **Availability of Documents**

20.4.1. Whilst work under the Contract is being performed, one complete set of written information supplied by the Principal, the Principal's Representative and the Managing Contractor shall be kept by the Managing Contractor at the Site or other location approved in writing by the Principal and shall be available at all times for reference by the Principal, the Principal's Representative and any persons nominated in writing by either of them.

20.4.2. During the manufacture or assembly of any significant part of the work under the Contract away from the part of the Site where the Works are to be constructed, a set of the drawings and written information relevant to that part of the work shall be kept by the Managing Contractor at the place of manufacture or assembly and shall be available for reference by the Principal, the Principal's Representative and any person nominated in writing by either of them.

20.5. **Confidential Information**

Drawings, specifications, information, samples, models, patterns and other documents, supplied or produced by either the Managing Contractor, a Consultant or the Principal and which relate in any way to the Contract or the work under the Contract, shall be regarded as confidential and shall not be disclosed to a third party, except with the prior written agreement of the Principal.

20.6. **Media Releases**

The Managing Contractor, the Managing Contractor's Subcontractors and Consultants shall not issue or be involved with the release of, any information, publication, statement, interview, document or article for publication concerning the Works or the Site in any media without the prior written approval of the Principal. The Managing Contractor shall refer to the Principal any enquiries concerning the Works from any media and shall advise the Principal of all approaches by any media.

## 21. ASSIGNMENT AND SUBCONTRACTING

21.1. **Assignment**

21.1.1. The Principal may, at any time, by notice in writing to the Managing Contractor, assign all or any of its rights under the Contract to any person identified in the notice ("the assignee").

21.1.2. The Managing Contractor acknowledges and agrees that from the date of any notice given by the Principal pursuant to this Clause 21.1, any assignment by the Principal takes effect as if the assignee had been originally named as a party to the Contract in place of the Principal.

21.1.3. The Managing Contractor must not, without the prior written approval of the Principal, and except on such terms and conditions as are determined in writing by the Principal, assign the Contract or any payment or other right, benefit or interest under or in respect of the Contract.

21.2. **Construction Work**

21.2.1. Construction Work shall be performed:

(a) under Subcontracts which shall be made between the Managing Contractor and Subcontractors; or

(b) with the prior written agreement of, and on the conditions imposed by, the Principal's Representative, by the Managing Contractor.

21.2.2. Subcontracts for Construction Work shall be procured pursuant to the requirements of the Queensland Procurement Policy and the obligations of government agencies contained in the Queensland Procurement Policy shall apply equally to the Managing Contractor as though it is a government agency.

21.2.3. If the Annexure indicates the Best Practice Principles are applicable, the Managing Contractor shall implement the following measures when preparing proposed Subcontract Construction Documentation and entering into Subcontracts:

(a) ensure evaluation of Subcontract tender responses against clear evaluation criteria and weightings, including specifying that the provision of terms and conditions of employment, including specific pay rates, for the subcontractor's personnel who will perform work under the Contract, which meet or exceed the Minimum Conditions is a mandatory requirement and any response indicating non-compliance with this requirement will result in the response not being considered as a conforming tender (Note: the Managing Contractor may use a clause like clause 16 in the Conditions of Tender in the implementation of this requirement);

(b) record all evaluation findings and, if requested, submit these to the Principal's Representative at the completion of each Subcontract evaluation;

(c) include the following best practice principles in proposed Subcontract Construction Documentation when selecting Subcontractors to undertake work under the Contract:

(i) best practice WHS systems and standards;

(ii) best practice commitment to apprentices and trainees;

(iii) best practice industrial relations; and

(iv) history of compliance with procurement, tendering and other government policy;

(d) require Subcontract tenderers to:

(i) demonstrate as part of their tender, how they propose to provide terms and conditions of employment, including specific pay rates, for the subcontractor's personnel who will perform work under the Contract, which meet or exceed the Minimum Conditions; and

~~(i)~~(ii) demonstrate as part of their tender, how they propose to address each of the four best practice principles described at Clause 21.2.3(c); and

~~(ii)~~(iii) execute a deed poll in favour of the Principal in the form set out in Schedule 16 and provide this as part of their tender;

(e) provide Subcontract tenderers with the Minimum Conditions and the following guidance examples of best practice in relation to the best practice principles described at Clause 21.2.3(c), which are examples only and are not comprehensive, compulsory or exhaustive:

(i) demonstrated compliance with government policies and undertakings given to the government for past projects;

(ii) demonstrated commitment to training, including the engagement of apprentices and trainees;

(iii) demonstrated history of compliance with industrial laws, including work health and safety laws; and

(iv) collective agreements that provide wages and conditions that attract a high quality and skilled workforce and tenderers may obtain further examples of such agreements at the following page on the Fair Work Australia website https://www.fwc.gov.au/awards-and-agreements/agreements;

(f) apply the weightings nominated in the Annexure for non-priced criteria relating to the Best Practice Principles and the local benefits test set out in the Queensland Procurement Policy and measure compliance with the workplace health and safety systems and standards, commitment to apprentices and trainees and industrial relations best practice principles against the substantive obligations, entitlements, conditions and amounts contained in the Minimum Conditions.; ~~and~~

(g) include provisions in any resulting Subcontract requiring the Subcontractor to:

(i) provide terms and conditions of employment, including specific pay rates, for the subcontractor's personnel who will perform work under the Contract, which meet or exceed the Minimum Conditions;

~~(i)~~(ii) fulfil the commitments made in its tender in respect of the best practice principles described at Clause 21.2.3(c); and

(iii) submit Subcontractor statutory declarations in the form set out in Schedule 7 as contemplated by Clause 58.2(b); and

(h) The Managing Contractor must not let a subcontract without the prior written approval of the Principal's Representative.

21.2.4. The Managing Contractor shall supply to the Principal's Representative the proposed Subcontract Construction Documentation in a form satisfactory to the Principal's Representative and which complies with Clause 15, 21.2.2, 21.2.3 and 21.3, for that part of the Construction Work the subject of a proposed Subcontract ("proposed Subcontract Construction Documentation"). The Principal's Representative may comment on or issue directions to the Managing Contractor in respect of the proposed Subcontract Construction Documentation.

21.2.5. If, for any reason, the Managing Contractor modifies the proposed Subcontract Construction Documentation after it has been supplied to the Principal's Representative in accordance with Clause 21.2.4, the Managing Contractor shall supply the modified proposed Subcontract Construction Documentation to the Principal's Representative, together with details of and reasons for the modification.

21.2.6. The Principal's Representative shall not be bound to review or comment upon the proposed Subcontract Construction Documentation or to check for errors, omissions or compliance with the Contract. The Principal's Representative's receipt or review of, or comment on or direction in respect of the proposed Subcontract Construction Documentation or any other documents provided by the Managing Contractor shall not relieve the Managing Contractor from responsibility for the Managing Contractor's obligations in respect of Design Work, Documentation Work, Construction Work or other requirements of the Contract.

21.2.7. The Managing Contractor shall finalise the Subcontract Construction Documentation in accordance with Clauses 15, 21.2.2, 21.2.3 and 21.3, having regard to any comment and in compliance with any direction received from the Principal's Representative.

21.2.8. The Managing Contractor shall not commence tendering of a Subcontract until the expiration of five Working Days after the receipt of the final version of the respective Subcontract Construction Documentation by the Principal's Representative, unless otherwise agreed in writing with the Principal's Representative.

21.2.9. The Managing Contractor shall prepare and produce all required copies of the tender documentation for Subcontracts comprising:

(a) a duly completed Subcontract in accordance with Clause 21.3;

(b) unless otherwise agreed with the Principal's Representative, a professionally prepared bill of quantities in accordance with Clause 18.8 and the requirements of the current Australian Standard Method of Measurement of Building Works with separate buildings elementally coded in accordance with the AIQS Cost Management Manuals (Volumes 1 to 4);

(c) unless otherwise agreed with the Principal's Representative, the Subcontract Construction Documentation; and

(d) any other documentation necessary for the completion of the work.

21.2.10. The Managing Contractor shall, unless otherwise agreed in writing with the Principal's Representative:

(a) obtain tenders from at least three tenderers for each Subcontract on the basis of the tender documentation prepared pursuant to Clause 21.2.9, either by public or select Subcontract tenders, and where required by the Principal require Subcontract tenderers to be registered on the whole-of-Government Prequalification (PQC) System for building industry consultants and contractors at the advised PQC level;

(b) where the Managing Contractor invites select Subcontract tenders including any preferred subcontractors identified in the Managing Contractor's Tender or GCS Offer:

(i) select only Subcontract tenderers included on a register of prequalified subcontractors, which may be the whole-of-Government Prequalification (PQC) System for building industry consultants and contractors with such Subcontract tenderers to be registered at a PQC level of 3 or 4, where required by the Principal's Representative;

(ii) finalise the list with the Principal's Representative; and

(iii) invite tenders in sufficient time to avoid delays or disruption to the progress of the work under the Contract;

(c) if required by the Principal's Representative:

(i) ensure the sealed bids from the tenderers are lodged in a secure tender box located at the address of the Managing Contractor as advised to the Principal's Representative pursuant to Clause 10;

(ii) arrange for the Principal's Representative and the Managing Contractor's Representative or their nominee to be present at and conduct the opening of the tender box; and

(iii) forthwith provide a copy of each tender to the Principal's Representative; and

(d) examine and analyse all tenders received and:

(i) not accept any tender which does not conform with the Subcontract tender documents unless otherwise approved in writing by the Principal's Representative;

(ii) where the Annexure indicates the Best Practice Principles are applicable, not accept any tender which does not include a duly executed deed poll in the form set out in Schedule 16;

(iii) accept the tender which represents the best value for money, unless otherwise approved in writing by the Principal's Representative;

(iv) prepare and retain a detailed written record of the evaluation process undertaken, the basis upon which the successful tenderer was selected and each step in the selection process;

(v) enter into an agreement with a tenderer on the basis of the tender documentation prepared pursuant to Clause 21.2.9, with only such amendments as the Principal's Representative may have approved in writing; and

(vi) ensure all Subcontracts are consistent with the Subcontract Construction Documentation and the Contract and contain all necessary provisions required by it.

21.2.11. Where the Managing Contractor has identified preferred subcontractors in the Managing Contractor's Tender or GCS Offer, the Managing Contractor may involve those preferred subcontractors in the work under the Contract prior to acceptance, if any, of the GCS Offer but a preferred subcontractor shall not be engaged as a Subcontractor until after the Date of Commencement of Stage Two, if any, unless otherwise agreed in writing with the Principal's Representative.

21.2.12. If the Managing Contractor wishes to involve preferred subcontractors in the work under the Contract during Stage One the Managing Contractor must comply with the requirements of Clause 21.2.10 in relation to the tendering of such Subcontract packages.

21.2.13. Where the Managing Contractor, with the written agreement of the Principal's Representative, invites a tender from a single Subcontract tenderer, the Managing Contractor must:

(a) comply with the requirements of Clauses 21.2.2 to 21.2.8;

(b) not enter into a Subcontract with that Subcontract tenderer until the provisions of Clauses 21.2.2 to 21.2.8 have been complied with, and there will be no adjustment to the Management Fee or the Guaranteed Construction Sum as a result of any Subcontract price difference as a result of compliance with this Clause 21.2.13; and

(c) notwithstanding paragraphs (a) and (b) above, tender the Subcontract pursuant to Clauses 21.2.2 to 21.2.10where the scope of Works for the Subcontract differs significantly from the scope of Works when the Principal's agreement was obtained to invite a single Subcontract tenderer for the relevant Subcontract, and there will be no adjustment to the Management Fee or the Guaranteed Construction Sum as a result of such Subcontract tender.

21.2.14. The Managing Contractor warrants that all Subcontractors engaged by the Managing Contractor shall have the necessary suitability, reliability, expertise and financial standing to execute the work being subcontracted and the Managing Contractor shall not engage a subcontractor if the Managing Contractor knows of any reason why that subcontractor's tender should not be accepted.

21.2.15. The Managing Contractor shall by notice in the form in Schedule 6 advise the Principal's Representative, within five Working Days of acceptance of the tender, which Subcontract tender was accepted by the Managing Contractor, and will provide any other details which may be required by the Principal's Representative.

21.2.16. Where the Subcontract tender documents include a bill of quantities pursuant to Clause 21.2.9, the Managing Contractor shall ensure the successful Subcontract tenderer submits a fully priced and correctly extended bill of quantities which shall be agreed between the Subcontractor and the Managing Contractor within fourteen days of the date of acceptance of the tender. The rates contained within the successful tenderer's agreed priced bill of quantities shall be used for:

(a) the purpose of payments and for the valuation of variations under the Subcontract; and

(b) in the event that the Principal's Representative determines that those rates or prices contained in the bill of quantities are applicable, for the purpose of valuations pursuant to Clause 53.4.

21.2.17. The Managing Contractor shall provide the Principal's Representative with two (2) copies of the complete documentation evidencing the agreement and constituting the Subcontract between the Subcontractor and Managing Contractor including (without limitation) the Subcontract Construction Documentation relevant to that agreement within 28 days after the date of acceptance of the Subcontractor's tender.

21.2.18. The Managing Contractor warrants that in procuring Subcontracts the Managing Contractor will comply with:

(a) the requirements of this Clause 21 in every respect;

(b) the requirements of AS4120-1994 'Code of Tendering'; and

(c) the requirements of the Queensland Procurement Policy, and where the Annexure indicates that the Best Practice Principles are applicable, the Best Practice Principles, including the Minimum Conditions.

21.2.19. In respect of the procurement of subcontracts, the Managing Contractor indemnifies and shall keep indemnified the Principal, the Principal's Representative and the employees, consultants and agents of the Principal against all consequences and claims, demands, actions, proceedings or suits by any person, including (without limitation) any person who may have an interest in a subcontract tender or subcontract, seeking the payment of money, or any costs, expenses, loss or damages on any ground whatsoever including (without limitation) in relation to the Queensland Procurement Policy.

21.2.20. The Managing Contractor's warranties and indemnity provided pursuant to this Clause 21.2 shall remain unaffected notwithstanding any approval, direction, or advice given by the Principal, the Principal's Representative or the employees, consultants or agents of the Principal.

21.2.21. The Principal may at any time prior to the issue of the Final Certificate, undertake an audit in respect of the Managing Contractor's compliance with Clause 21.2, in accordance with the provisions of Clause 64.4.

21.2.22. Where the Principal is of the opinion that the Managing Contractor has not complied with its obligations pursuant to this Clause 21 the Principal may direct the Managing Contractor to procure a Subcontract for the relevant portion of the Works in accordance with this Clause 21, and the Managing Contractor shall promptly comply with the Principal's direction. Failure by the Managing Contractor to promptly comply with the Principal's direction shall be a substantial breach of contract.

21.2.23. The Managing Contractor must not, without the prior approval of the Principal's Representative, allow a Subcontractor to assign or subcontract any of the work under the Contract. When seeking approval pursuant to this Clause 1.1.1, the Managing Contractor shall provide to the Principal's Representative such information which the Principal's Representative may reasonably request. The Principal's Representative may in its entire discretion and without giving reasons reject any such request for approval by the Managing Contractor. If approval is sought to sub subcontract part of the work under the Contract pursuant to this Clause 21.2.23, the Managing Contractor must ensure the requirements of Clauses 21.2.2, 21.2.3, 21.3.1 and 21.3.2 are met.

21.3. **Requirements of Subcontracts**

21.3.1. Unless otherwise agreed with the Principal's Representative, all Subcontract conditions shall be AS2545-1993 by reference, amended only to reflect the provisions of the Contract, applying alternative 1 of Clause 4.1 of the Subcontract conditions.

21.3.2. The Managing Contractor must ensure that all Subcontractors and any sub subcontractors:

(a) have a personal services business determination in effect from the Australian Taxation Office under the *Income Tax Assessment Act 1997* (Cth); or

(b) in relation to the work to be performed under the Subcontract (or sub subcontract):

(i) will be paid to achieve a specified result or outcome;

(ii) are required to supply the plant and equipment or tools of trade needed to perform the work; and

(iii) will be liable for the cost of rectifying any defect in the work performed.

21.4. **Responsibility for Subcontractors**

21.4.1. By engaging any Subcontractor for the Construction Work (whether or not in accordance with the approval by or direction of the Principal's Representative), the Managing Contractor shall not be relieved from any of the Managing Contractor's liabilities or obligations under the Contract and shall remain responsible for all Subcontractors and for all work which is or may be subcontracted, whether or not any Subcontractors default or otherwise fail to observe or comply with the requirements of a Subcontract.

21.4.2. If a Subcontractor:

(a) is in breach of the Subcontractor's obligations under a Subcontract; or

(b) commits an act of insolvency as defined by Clause 59.11 (as if the words "Managing Contractor" were replaced with "Subcontractor" in that clause);

then the Managing Contractor shall in writing promptly notify the Principal's Representative of this fact and take action in accordance with the Subcontract.

21.4.3. If a Subcontract is terminated and another Subcontractor engaged:

(a) any amount reasonably incurred by the Managing Contractor as payable to a Subcontractor in respect of the replacement Subcontract in addition to the original Subcontract tender price, adjusted in accordance with the Contract, may be included in the Actual Construction Sum;

(b) the Guaranteed Construction Sum shall not be adjusted; and

(c) the Principal shall not be liable to pay more than the Guaranteed Construction Sum in respect of the Actual Construction Sum.

21.5. **Variations to Subcontracts**

21.5.1. The Managing Contractor shall provide to the Principal's Representative a copy of any variation issued or claim (other than a payment claim) approved under a Subcontract, including details of any changes to the work under the Subcontract and any cost adjustments to the accepted subcontract sum of the Subcontract, together with any further information reasonably required by the Principal's Representative, within 7 days of the issuance of the variation or approval of the claim.

21.5.2. The Principal's Representative shall advise the Managing Contractor whether the cost adjustment (if any) is determined to be for:

(a) the cost of rectifying non-complying or defective work;

(b) a cost which has not been properly incurred in respect of Construction Work pursuant to this Contract; or

(c) Subcontractor delay or disruption costs which have been otherwise paid pursuant to the Contract or are in respect of a breach of the Subcontract on the part of the Managing Contractor;

in which case, the cost adjustment shall be excluded from the Actual Construction Sum.

## 22. LATENT CONDITIONS

### 22.1. Definition

Latent Conditions are physical conditions on the Site or the Site's surroundings, including artificial things, but excluding weather conditions or the results of such conditions whether on or off the Site, which differ materially from the physical conditions which should reasonably have been anticipated by a suitably qualified and experienced managing contractor at the time of the submission by the Managing Contractor of the GCS Offer if that suitably qualified and experienced managing contractor had:

(a) examined all information referred to in the Project Brief;

(b) examined all information relevant to the risks, contingencies and other circumstances having an effect on the work under the Contract and obtainable by the making of reasonable enquiries; and

(c) inspected the Site and the Site's surroundings.

### 22.2. Notification

If during the execution of the work under the Contract, the Managing Contractor becomes aware of a Latent Condition, the Managing Contractor shall forthwith and where possible before the Latent Condition is disturbed, provide to the Principal's Representative a statement in writing specifying:

(a) the Latent Condition encountered and in what respects it differs materially;

(b) the additional work and additional resources which the Managing Contractor estimates to be necessary to deal with the Latent Condition;

(c) the time the Managing Contractor anticipates will be required to deal with the Latent Condition and the expected delay in achieving Practical Completion;

(d) the Managing Contractor's estimate of the cost of the measures necessary to deal with the Latent Condition; and

(e) other details reasonably required by the Principal's Representative.

### 22.3. Cost of Dealing with Latent Condition

If a Latent Condition causes the Managing Contractor to:

(a) carry out more work;

(b) use more constructional plant; or

(c) incur extra cost,

which the Managing Contractor could not reasonably have anticipated at the time of submission of the GCS Offer by the Managing Contractor a valuation shall be made by the Principal's Representative in accordance with Clause 53.4 (as if the valuation were for a Variation), and the Guaranteed Construction Sum and the Management Fee, On Site Overheads Fee and/or Consultants Fee shall be adjusted by the amount of that valuation in accordance with the Contract.

### 22.4. Extension of Time

Delay caused by a Latent Condition may justify an extension of time under Clause 49.3 and costs assessed pursuant to the provisions of Clause 50.

## 23. PATENTS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

### 23.1. Warranty and Indemnity

The Managing Contractor warrants to the Principal that the Contract Materials and methods of working will not infringe any patent, copyright, moral right, registered design, trademark or name, or other protected right and the Managing Contractor indemnifies the Principal in respect of any such infringement.

23.2. **Intellectual Property Rights granted to Principal**

23.2.1. The ownership of and copyright in all Contract Materials shall vest absolutely in the Principal upon their creation.

23.2.2. To the extent that copyright in or relating to the Contract Materials is not capable of being vested in the Principal because the Managing Contractor does not own the copyright, the Managing Contractor shall ensure that the Principal is irrevocably licensed to use the relevant Contract Materials.

23.3. **Moral Rights**

23.3.1. To the extent the Managing Contractor has Moral Rights in the Contract Materials, the Managing Contractor consents to:

(a) the Principal;

(b) any third party to whom the Principal expressly or impliedly licenses, or grants any other right to use or possess, any Contract Materials ('licensee'); or

(c) any third party to whom the Principal assigns copyright in any part of the Contract Materials ('assignee');

doing any of the following for purposes connected with this Contract or the Works:

(d) acknowledging in any manner or failing to acknowledge the Managing Contractor's or any other person's authorship of any Contract Materials;

(e) modifying, varying or amending any Contract Materials; or

(f) altering any Contract Materials by adding to, or removing elements from, any Contract Materials, including by combining elements of any Contract Materials with any other material.

23.3.2. The Managing Contractor must use its best endeavours to obtain a signed, written consent from all individuals who create or may create any Contract Materials to enable the Principal or any licensee or assignee to use the Contract Materials as provided for in Clause 23.3.1.

23.3.3. Upon request by the Principal's Representative, the Managing Contractor will produce to the Principal's Representative the written consents obtained pursuant to Clause 23.3.2.

## 24. STATUTORY REQUIREMENTS

24.1. **Variance with the Contract**

24.1.1. The Managing Contractor shall satisfy all Statutory Requirements except those which the Principal's Representative directs are to be satisfied by or on behalf of the Principal.

24.1.2. If a Statutory Requirement is at variance with a provision of the Contract, as soon as the Managing Contractor discovers the variance, the Managing Contractor shall notify the Principal's Representative in writing specifying the difference.

24.2. **Changes in Statutory Requirements**

If a change to a Statutory Requirement:

(a) necessitates:

(i) a change to the Works;

(ii) a change to so much of the Temporary Works, constructional plant or method of working as may be specified in the GCS Offer Project Brief or where the Principal has not accepted a GCS Offer Project Brief then the Project Brief;

(iii) a change, being the provision or expansion of services of a municipal, public or statutory authority in connection with the Works or Temporary Works;

(iv) an increase or decrease in a fee or charge or payment of a new fee or charge; or

(v) an increase or decrease in GST;

(b) has effect after the 14th day prior to the date of submission of the GCS Offer; and

(c) could not reasonably have been anticipated;

then to the extent that such change causes the Managing Contractor to incur more or less cost than otherwise would have been incurred, the difference shall be valued under Clause 53.4 (as if the valuation were for a Variation) and the Management Fee, Consultants Fee, On Site Overheads Fee and Guaranteed Construction Sum shall be adjusted in accordance with the Contract.

24.3. **Managing Contractor's Declaration and Indemnity**

The Managing Contractor agrees that except insofar as it is expressly provided otherwise by the Contract:

(a) the Managing Contractor does not act as agent of the Principal in complying with any Statutory Requirement; and

(b) the Managing Contractor indemnifies the Principal against any damages, costs and consequences of failing to comply with any Statutory Requirement.

24.4. **Documents Evidencing Approvals of Authorities**

The Managing Contractor shall give the Principal copies of documents issued to the Managing Contractor by municipal, public or other statutory authorities in respect of the work under the Contract and, in particular, any approvals of work.

24.5. **Work Health and Safety Act 2011**

24.5.1. For the purposes of this clause:

"Act" means the *Work Health and Safety Act 2011* (Qld), as amended from time to time;

"Regulation" means the *Work Health and Safety Regulation 2011* (Qld), as amended from time to time;

"workplace", "inspector", "notifiable incident", "principal contractor", "structure" and "regulator" have the same meanings as in the Act.

24.5.2. From the Date of Acceptance of Tender:

(a) the Principal engages the Managing Contractor to be the principal contractor under the Regulation in relation to the work under the Contract and authorises the Managing Contractor to:

(i) have management and control of the workplace at which the work under the Contract is being undertaken including the Site; and

(ii) discharge the duties of the principal contractor under the Regulation; and

(b) the Managing Contractor accepts the engagement as principal contactor from the Principal and agrees to fulfil all requirements and give effect to that engagement prior to the commencing any of the work under the Contract; and

(c) the Managing Contractor will comply with and discharge all obligations imposed on the Managing Contractor, as principal contractor, as a person who conducts a business or undertaking and otherwise, by the Act, the Regulation and any other regulation in connection with health and safety; and

(d) the Managing Contractor will consult with the Principal and will consult with the designers of the whole or any part of a structure to be constructed under the Contract, about how to ensure that risks to health and safety arising from the design are eliminated during construction of the work under the Contract or, if it is not reasonably practicable to eliminate the risks, minimise, so far as is reasonably practicable; and

(e) the Managing Contractor will, in performing its obligations under the Contract, take into account and take appropriate action having regard to any information given to the Managing Contractor by the Principal or any other person, about hazards and risks at or in the vicinity of the workplace where the work under the Contract is being carried out.

24.5.3. The Managing Contractor will indemnify the Principal against any claim, action, demand, loss, damage, cost or expense which may be brought against, or suffered or incurred by, the Principal as a result of or in connection with:

(a) any breach of this Clause 24.5 by the Managing Contractor;

(b) any breach by the Managing Contractor of its obligations under the Act, the Regulation or any other regulation in connection with health and safety;

(c) any enforcement of obligations imposed on the Managing Contractor under the Act, the Regulation or any other regulations.

24.5.4. If a notifiable incident occurs at the workplace at which the work under the Contract is being undertaken, the Managing Contractor must:

(a) immediately notify the regulator and the Principal's Representative of the notifiable incident; and

(b) take all reasonably practicable steps to secure the Site where the notifiable incident occurred until an inspector arrives at the Site or any earlier time that an inspector directs.

24.5.5. Without limiting any other obligation of the Managing Contractor under this Contract, the Act, the Regulation or any other regulation, if material which might contain asbestos or other hazardous substance is discovered, the Managing Contractor must:

(a) immediately notify the Principal's Representative; and

(b) comply with all applicable obligations and restrictions imposed by the Act, the Regulation and any other relevant regulation.

24.5.6. The Principal shall pay the 'notification of building and construction work' fee, pursuant to the *Work Health and Safety Regulation 2011* (Qld).

24.6. **Building Act Compliance**

24.6.1. A Building Certifier is required to be engaged by the party stated in the Annexure to provide advice on compliance of the Works with the provisions of the *Building Act 1975* (Qld) and, in the performance of the Building Certifier's duties, must be required to act as an independent party and not as an agent of the Principal.

24.6.2. The Managing Contractor shall ensure the Building Certifier shall have sufficient access to the Works to ensure compliance with the provisions of the *Building Act 1975* (Qld) and any regulations, by laws, orders and proclamations made thereunder but shall have no authority on behalf of the Principal to order a Variation.

24.6.3. Subject to the terms of Clauses 24.2 and 53.1 and notwithstanding any provisions of Clause 20.2, the party stated in the Annexure shall:

(a) comply with; and

(b) bear the costs of, and pay any fees due with respect to complying with;

all requirements of the Building Certifier, the Queensland Fire and Emergency Services or other relevant authority, including but not limited to those requirements as set out in Schedule 11.

24.6.4. During construction of the Works, the Managing Contractor shall arrange for the plumbing and drainage installations to be inspected by all relevant authorities. All fees associated therewith shall be included in the relevant Subcontract packages.

24.6.5. Approvals and certificates issued to the Managing Contractor by the Building Certifier and any authorities in respect of the work under the Contract shall be surrendered to the Principal prior to issue of the Final Certificate. Prior to Practical Completion the Managing Contractor shall deliver to the Principal all permits, registrations, approvals, certifications, consents or licences obtained by the Managing Contractor in respect of the Works. This shall include, but is not limited to, all certificates, approvals or permits required from the Building Certifier and any authority for the lawful occupation or use of the Work.

24.7. **Building and Construction Industry (Portable Long Service Leave) Act Compliance**

24.7.1. The Principal shall pay the building and construction industry training levy and portable long service leave levy, pursuant to the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld).

## 25. NOISE, DISTURBANCE AND NUISANCE CONTROL

25.1 The Managing Contractor shall take all steps to:

(a) minimise noise, dust and other nuisances; and

(b) prevent the escape of any material from the Site onto property and roads near the Site.

25.2 The Managing Contractor warrants that it has assessed the potential for delays, disruption, suspension and extra costs in the performance of the work under the Contract because of potential noise, dust and all other nuisances and made due allowance in its tender, including taking into account any operational requirements of the Site included in the Tender Documents.

25.3 If there are delays, disruption, suspension or extra costs (including a requirement to alter Working Hours and methods) caused by the Managing Contractor's compliance with this Clause 25 then:

(a) the Managing Contractor may not claim and warrants to the Principal that it shall not claim any extra amount or extension of time from the Principal; and

(c) this Contract shall not be frustrated.

25.4 The Managing Contractor shall indemnify the Principal against all costs, damages and expenses the Principal may sustain as a result of neglect or default of the Managing Contractor in complying with this Clause 25.

## 26. PROTECTION OF PEOPLE AND PROPERTY

26.1. **Protection Measures**

26.1.1. The Managing Contractor shall:

(a) provide all things and take all measures necessary to protect people and property; and

(b) avoid unnecessary interference with the passage of people and vehicles.

26.1.2. Without limiting the generality of the Managing Contractor's obligations, they include:

(a) the provision of:

(i) barricades;

(ii) guards;

(iii) fencing;

(iv) temporary roads;

(v) footpaths;

(vi) warning signs;

(vii) lighting;

(viii) watching;

(ix) traffic flagging; and

(x) safety helmets and clothing; and

(b) removal of obstructions and protection of services.

26.1.3. If the Managing Contractor or the employees or agents of the Managing Contractor damage property, including but not limited to public utilities and services and property on or adjacent to the Site, the Managing Contractor shall promptly make good the damage and pay any compensation which the law requires the Managing Contractor to pay.

26.1.4. If the Managing Contractor fails to comply with an obligation under Clause 26 the Principal may, in addition to any other remedy, perform the obligation on the Managing Contractor's behalf and the cost incurred by the Principal shall be a debt due from the Managing Contractor to the Principal.

26.2. **Occupational Health and Safety Audit**

26.2.1. This Clause 26.2 will apply unless otherwise noted in the Annexure.

26.2.2. In this Clause 26.2, the term "Accredited Auditor (Construction)" means a person accredited by Workplace Health and Safety Queensland as an occupational health and safety auditor to undertake auditing pursuant to the *Work Health and Safety Act 2011* (Qld).

26.2.3. Within 14 days of the Date of Acceptance of Tender, the Managing Contractor must engage an Accredited Auditor (Construction) to perform the functions specified in the Contract.

26.2.4. The cost of performance by the Accredited Auditor (Construction) of the required functions will be reimbursed by the Principal in accordance with the provisions specified in the Contract. The reimbursable amount will be a debt due from the Principal to the Managing Contractor.

26.2.5. The Managing Contractor must ensure that the Accredited Auditor (Construction) engaged under Clause 26.2.3 has not:

(a) in the two years prior to the Date of Acceptance of Tender, had a business or employment relationship with the Managing Contractor including without limitation where the Accredited Auditor (Construction) has, either personally or as an employee or an agent of another person or entity, been involved in the development and/or maintenance of the Managing Contractor's occupational health and safety management system in any capacity other than by reason of having been engaged as an Accredited Auditor (Construction); or

(b) been engaged by the Managing Contractor as an Accredited Auditor (Construction) more than three times within a 12 month period to perform the functions specified in the Contract.

26.2.6. The Managing Contractor must provide copies of all reports and any corrective action notices received from the Accredited Auditor (Construction) to the Principal's Representative within three days of receipt. In relation to corrective action notices, in addition to any other avenues available under the Contract:

(a) the Principal's Representative may direct the Managing Contractor, by written notice, to carry out any required corrective action within the time specified in the Principal's Representative's notice; or

(b) the Principal may take action under Clause 27.

26.2.7. A direction given under Clause 26.2.6(a) constitutes a direction under Clause 42.2. If such a direction is given, the Managing Contractor must inform the Principal's Representative in writing immediately upon completion of the corrective actions.

## 27. URGENT PROTECTION

27.1.1. If urgent action is necessary to protect the work under the Contract, other property or people and the Managing Contractor fails to take the action, the Principal may take the necessary action. If the action was

action which the Managing Contractor should have taken at the Managing Contractor's cost, the cost incurred by the Principal shall be a debt due from the Managing Contractor.

27.1.2. If time permits, the Principal's Representative shall give the Managing Contractor prior written notice of the Principal's intention to take action under this Clause 27.

## 28. CARE OF THE WORK UNDER THE CONTRACT AND REINSTATEMENT OF DAMAGE

28.1. **Care of the Work Under the Contract**

28.1.1. From and including the date of commencement of work under the Contract to 4.00 pm on the Date of Practical Completion of the Works, the Managing Contractor shall be responsible for the care of the work under the Contract.

28.1.2. Without limiting the generality of the Managing Contractor's obligations, the Managing Contractor:

(a) shall be responsible for the care of:

(i) unfixed items for which payment has been received;

(ii) things entrusted to the Managing Contractor by the Principal for the purpose of carrying out the work under the Contract;

(iii) things brought on the Site by Subcontractors for the purpose of carrying out work under the Contract;

(iv) the Works; and

(v) the Temporary Works and constructional plant; and

(b) shall provide the storage and protection necessary to preserve these items and things, and the Works, the Temporary Works and constructional plant.

28.1.3. After 4.00 pm on the Date of Practical Completion the Managing Contractor shall remain responsible for the care of outstanding work and items to be removed from the Site by the Managing Contractor and shall be liable for damage occasioned by the Managing Contractor in the course of completing outstanding work or complying with obligations under Clause 43.1 and Clause 51.

28.2. **Reinstatement**

If loss or damage occurs to anything while the Managing Contractor is responsible for its care, the Managing Contractor shall promptly ensure the loss or damage is made good unless the loss or damage is a direct consequence, without fault or omission on the part of the Managing Contractor, of an Excepted Risk defined in Clause 28.3.

28.3. **Excepted Risks**

The Excepted Risks are:

(a) any negligent act or omission of the Principal, the Principal's Representative or the employees, other contractors, consultants or agents of the Principal;

(b) any risk specifically excepted in the Contract;

(c) war, invasion, act of foreign enemies, hostilities, (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Government or public authority;

(d) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Managing Contractor or the Managing Contractor's employees or agents;

(e) use or occupation by the Principal or the employees or agents of the Principal or other contractors or consultants to the Principal (not being employed by the Managing Contractor) of any part of the Works or the Temporary Works; and

(f) any part of the design of the work under the Contract that is the Principal's responsibility.

## 29. DAMAGE TO PERSONS AND PROPERTY OTHER THAN THE WORK UNDER THE CONTRACT

29.1. **Indemnity by the Managing Contractor**

29.1.1. The following Clause 29.1.3 shall not apply to:

(a) the extent that the liability of the Managing Contractor is limited by another provision of the Contract;

(b) any other right of the Principal to be indemnified by the Managing Contractor;

(c) things for the care of which the Managing Contractor is responsible under Clause 28.1;

(d) claims in respect of the right of the Principal to construct the work under the Contract on the Site; or

(e) damage which is the unavoidable result of the construction of the Works.

29.1.2. Insofar as this Clause 29.1 applies to property, it applies to property other than the work under the Contract.

29.1.3. The Managing Contractor shall indemnify the Principal against:

(a) loss of or damage to property of the Principal, including existing property in or upon which the work under the Contract is being carried out; and

(b) claims by any person against the Principal in respect of personal injury or death or loss of or damage to any property;

arising out of or as a consequence of the carrying out by the Managing Contractor of the work under the Contract, but the Managing Contractor's liability to indemnify the Principal shall be reduced proportionally to the extent that the act or omission of the Principal or employees, consultants, other contractors or agents of the Principal (not being employed by the Managing Contractor) may have contributed to the loss, damage, death or injury.

29.2. **Indemnity by the Principal**

The Principal shall indemnify the Managing Contractor in respect to claims referred to in Clause 29.1.1(d).

## 30. INSURANCE OF THE WORK UNDER THE CONTRACT

30.1 Before the Managing Contractor commences work on the Site (including Early Works) the Managing Contractor shall take out an insurance policy covering all the things referred to in Clause 28.1 against loss or damage until the Managing Contractor ceases to be responsible for their care.

30.2 Without limiting the generality of the obligation to insure, the policy shall cover the Managing Contractor's liabilities under Clause 28.2 and things in storage off Site and in transit to the Site.

30.3 The insurance cover may exclude:

(b) the cost of making good fair wear and tear or gradual deterioration but shall not exclude the loss or damage resulting therefrom;

(b) the cost of making good faulty design, workmanship and materials but shall not exclude the loss or damage resulting therefrom;

(c) consequential loss of any kind, but shall not exclude loss of or damage to the Works;

(d) damages for delay in completing or for the failure to complete the Works; and

(e) loss or damage resulting from the Excepted Risks in Clauses 28.3(b), 28.3(c) and 28.3(d).

30.4 The insurance cover shall be for an amount no less than the sum of:

(a) the base amount stated in the Annexure;

(b) the amount stated in the Annexure to provide for costs of demolition and removal of debris;

(c) the amount stated in the Annexure to cover fees of Consultants;

(d) the value stated in the Annexure of any materials or things to be supplied by the Principal for the purposes of the work under the Contract; and

(e) the additional amount or percentage of the total of the items referred to in Clauses 30.4(a), 30.4(b), 30.4(c), and 30.4(d) stated in the Annexure.

30.5 The insurance policy shall be in the joint names of the Principal and the Managing Contractor and shall cover the Principal, the Managing Contractor, the Consultants and all Subcontractors employed from time to time in relation to the work under the Contract for their respective rights, interests and liabilities and, if specified elsewhere in the Contract or directed by the Principal's Representative, shall be effected with an insurer and in terms both approved in writing by the Principal (such approval not to be unreasonably withheld). The policy shall be maintained until the Managing Contractor ceases to be responsible under Clause 28.1 for the care of anything.

## 31. PUBLIC LIABILITY INSURANCE

31.1 Before the Managing Contractor commences work on the Site (including Early Works), the Managing Contractor shall take out a Public Liability Policy of Insurance which notes the Principal as an interested party and which covers the Principal, the Managing Contractor, the Principal's Representative, the Site Representative, the Clerk of Works, the Managing Contractor's Representative and all Subcontractors and all Consultants employed from time to time in relation to the work under the Contract for their respective rights and interests and covers their liabilities to third parties, arising from or in relation to an occurrence in connection with the Managing Contractor's performance of the work under the Contract. The policy shall also cover the Managing Contractor's liability to the Principal and the Principal's liability to the Managing Contractor for loss of or damage to property (other than property required to be insured by Clause 30) and the death of or injury to any person (other than liability which is required by law to be insured under a Workers Compensation Policy of insurance).

31.2 The Public Liability Policy of insurance shall be for an amount in respect of any one occurrence not less than the sum stated in the Annexure and, if specified elsewhere in the Contract or directed by the Principal's Representative, shall be effected with an insurer and in terms both approved in writing by the Principal (such approval not to be unreasonably withheld). The policy shall be maintained until the Final Certificate is issued under Clause 57.12.

## 32. INSURANCE OF EMPLOYEES

32.1 Before commencing work under the Contract the Managing Contractor shall insure against liability for death of or injury to persons employed by the Managing Contractor including liability by statute and at common law.

32.2 The insurance cover shall be maintained until all work including Defects Liability Work is completed.

32.3 The Managing Contractor shall ensure that every Subcontractor and Consultant is similarly insured.

## 33. PROFESSIONAL INDEMNITY INSURANCE

33.1. **Managing Contractor to effect Insurance**

Within fourteen (14) days of the Date of Acceptance of Tender the Managing Contractor shall effect a Professional Indemnity Policy of insurance and, if specified elsewhere in the Contract or directed by the

Principal's Representative, with an insurer approved by the Principal (such approval not to be unreasonably withheld):

(a) for a total cover not less than the amount stated in the Annexure with any associated excess to be a reasonable amount; and

(b) covering the Managing Contractor's liability to any person arising from an act or omission of the Managing Contractor in connection with the professional activities and duties of the Managing Contractor.

33.2. **Period of Insurance**

Professional Indemnity Insurance under this Clause 33 shall be maintained by the Managing Contractor until the expiration of 6 years after the issue of the Final Certificate for the Works.

## 34. INSPECTION AND PROVISION OF INSURANCE POLICIES

34.1. **Proof of Insurance**

34.1.1. Before the Managing Contractor commences work and whenever requested in writing by the Principal, the Managing Contractor shall produce certificates of currency of insurance, and if required by the Principal details of an insurance policy, to the Principal evidencing the insurance effected and maintained, and showing the applicable insurance excess.

34.1.2. The effecting of insurance shall not limit the liabilities or obligations of a party under other provisions of the Contract.

34.2. **Failure to Produce Proof of Insurance**

34.2.1. If, after being requested in writing by the Principal so to do, the Managing Contractor fails to produce evidence of compliance with insurance obligations under Clauses 30, 31, 32 or 33 to the satisfaction and approval of the Principal, the Principal may effect and maintain the insurance and pay the premiums. The amount paid shall be a debt due from the Managing Contractor to the Principal.

34.2.2. The Principal may refuse all payment until evidence of compliance with insurance obligations under Clauses 30, 31, 32 or 33 is produced by the Managing Contractor to the satisfaction and approval of the Principal.

34.2.3. The rights given by Clause 34.2 are in addition to any other right.

34.3. **Notices from or to the Insurer**

34.3.1. The Managing Contractor shall ensure that each policy of insurance contains provisions acceptable to the Principal that provide that a notice of claim given to the insurer by the Principal or the Principal's Representative shall be accepted by the insurer as a notice of claim given by the Managing Contractor.

34.3.2. The Managing Contractor must immediately inform the Principal in writing of any:

(a) notice of cancellation or other notice concerning the policy provided by the insurer; and

(b) failure to renew a policy or to pay a premium, and where possible prior to the insurer giving any notice of cancellation.

34.4. **Notices of Potential Claims**

34.4.1. The Managing Contractor shall, as soon as practicable, inform the Principal in writing of any occurrence that may give rise to a claim under a policy of insurance required by Clause 30, 31, 32 or 33 and shall keep the Principal informed of subsequent developments concerning the claim.

34.4.2. The Managing Contractor shall ensure that Subcontractors in respect of their operations similarly inform the Principal.

34.4.3. Where a policy of insurance required by the Contract has been effected by the Principal the Principal shall similarly inform the Managing Contractor.

34.5. **Settlement of Claims**

Upon settlement of a claim under the insurance specified by Clause 30:

(a) to the extent that the work under the Contract needing reinstatement has been the subject of a payment or allowance by the Principal to the Managing Contractor, if the Managing Contractor has not completed reinstatement of that work, moneys received shall, if requested by either party, be paid into a bank agreed upon by the parties in an account in the joint names of the Managing Contractor and the Principal. As the Managing Contractor proceeds to reinstate the loss or damage, the Principal's Representative shall certify against the joint account for the cost of reinstatement; and

(b) to the extent that the work to be reinstated has not been the subject of a payment or allowance by the Principal to the Managing Contractor, the Managing Contractor shall be entitled immediately to receive from moneys received, the amount of money so paid in relation to any loss suffered by the Managing Contractor relating to that work under the Contract (including the supply of goods and materials on Site whether or not incorporated into the Works).

34.6. **Cross Liability**

Any insurance required to be effected by the Managing Contractor in joint names in accordance with the Contract shall include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

## 35. PRINCIPAL'S REPRESENTATIVE

35.1. **General**

35.1.1. The Principal shall ensure that at all times there is a Principal's Representative and that in the exercise of the functions of the Principal's Representative under the Contract, the Principal's Representative acts in good faith.

35.1.2. If, pursuant to a provision of the Contract enabling the Principal's Representative to give directions, the Principal's Representative gives a direction, then the Managing Contractor shall comply with the direction.

35.1.3. In Clause 35 "direction" includes agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

35.1.4. Except where the Contract otherwise provides, a direction may be given orally but the Principal's Representative shall as soon as practicable thereafter confirm it in writing.

35.1.5. For the purposes of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld), the Principal's Representative is authorised (but not exclusively) to receive payment claims and to issue payment schedules on behalf of the Principal.

35.2. **Site Accommodation**

The Managing Contractor shall provide adequate furnished Site accommodation for the Principal's Representative.

## 36. SITE REPRESENTATIVE AND CLERK OF WORKS

### 36.1. General

36.1.1. The Principal's Representative may from time to time appoint:

(a) a Site Representative to exercise any functions of the Principal's Representative under the Contract but not more than one Site Representative shall be delegated the same function at the same time. The appointment of a Site Representative shall not prevent the Principal's Representative from exercising any function; and

(b) a Clerk of Works, who shall not be empowered to issue instructions but shall at all times deal with and through the Principal's Representative or Site Representative. The Clerk of Works shall be permitted access to:

(i) all work under the Contract;

(ii) wherever work under the Contract is being performed; and

(iii) all places where goods and/or materials are being stored, fabricated or manufactured for incorporation in the Works;

whether or not on the Site.

36.1.2. The Principal's Representative shall forthwith notify the Managing Contractor in writing of:

(a) the appointment and the name of any Site Representative and Clerk of Works and the functions delegated to the Site Representative; and

(b) the termination of the appointment of a Site Representative.

36.1.3. If the Managing Contractor makes a reasonable objection to the appointment of a Site Representative, the Principal's Representative shall terminate the appointment.

36.1.4. The Managing Contractor shall provide adequate furnished Site accommodation for the Site Representatives and Clerks of Works.

## 37. MANAGING CONTRACTOR'S REPRESENTATIVE, MANAGEMENT STRUCTURE AND PERSONNEL

### 37.1. Personnel

37.1.1. The Managing Contractor shall have competent and sufficient representatives present on the Site and, if required by the Principal's Representative, at other places at which activities relating to the execution of the work under the Contract are taking place.

37.1.2. The Managing Contractor shall ensure that any key personnel nominated in the Managing Contractor's Tender, including those personnel described in the costed methodology statements for On Site Overheads and Management Fee in the Managing Contractor's Tender, remain working on the project to the extent indicated, unless the Principal otherwise consents in writing.

37.1.3. Where, for any reason other than to execute a Variation directed under Clause 53.1, the Managing Contractor requires On Site Overheads personnel in addition to those described in the costed methodology statement for On Site Overheads in the Managing Contractor's Tender, the Managing Contractor shall, within 2 days of the personnel commencing work on the Site, notify the Principal's Representative of the names, roles and responsibilities of those personnel, and any further information that the Principal's Representative may reasonably require.

37.1.4. The Managing Contractor shall not be entitled to an adjustment to the On Site Overheads Fee or Management Fee for costs of any nature whatsoever associated with personnel required to be notified to the Principal's Representative pursuant to Clause 37.1.3.

37.2. **Managing Contractor's Representative**

37.2.1. The Managing Contractor shall ensure that at all times there is a Managing Contractor's Representative who possesses the appropriate skill, expertise and qualifications and that in the exercise of the functions of the Managing Contractor's Representative under the Contract, the Managing Contractor's Representative acts in good faith.

37.2.2. The Managing Contractor shall forthwith notify the Principal's Representative in writing of the name of the Managing Contractor's Representative and of any subsequent changes.

37.2.3. Matters within the knowledge of, and matters which should have been within the knowledge of, the Managing Contractor's Representative shall be deemed to be within the knowledge of the Managing Contractor.

37.3. **Management Structure**

The Managing Contractor shall ensure that it has at all times appointed to the positions set out in the Managing Contractor's Tender, individuals who possess the appropriate skill, expertise and qualifications and are the individuals identified in the Managing Contractor's Tender or alternative individuals acceptable to the Principal.

## 38. CONTROL OF MANAGING CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS

38.1 The Principal's Representative may direct the Managing Contractor to have removed from the Site or from any activity connected with the work under the Contract, within such time as the Principal's Representative directs, any person employed in connection with the work under the Contract who, in the opinion of the Principal's Representative, does not meet the requirements of Clause 37.3 or is guilty of misconduct or is incompetent or negligent in relation to any aspect of the work under the Contract.

38.2 The person shall not thereafter be employed on the Site or on activities connected with the work under the Contract without the prior written approval of the Principal's Representative.

## 39. SITE

39.1. **Access to and Possession of Site**

39.1.1. By the time stated in the Annexure, the Principal shall give the Managing Contractor access to the Site sufficient to enable the Managing Contractor to commence and carry out work under the Contract in accordance with the Contract.

39.1.2. The Principal shall, on or before the expiration of the time stated in the Annexure, give the Managing Contractor possession of the Site or sufficient part of the Site to enable the Managing Contractor to commence further work under the Contract.

39.1.3. If the Principal has not given the Managing Contractor possession of the whole Site, the Principal shall from time to time give the Managing Contractor possession of such further parts of the Site as may be necessary to enable the Managing Contractor to execute the work under the Contract in accordance with the requirements of the Contract.

39.1.4. The Principal shall advise the Managing Contractor in writing of the date upon which the Site or any part thereof will be available.

39.1.5. A delay by the Principal in giving the Managing Contractor access or possession as required by this Clause 39.1 shall not be a breach of contract but may be a ground for an extension of time.

39.1.6. Notwithstanding the provisions of this Clause 39.1, if the Managing Contractor is in breach of Clause 34.1, the Principal may refuse to give the Managing Contractor possession of the Site or any part of the Site until the Managing Contractor has complied with the requirements of Clause 34.1.

39.1.7. Access to or possession of the Site shall confer on the Managing Contractor a right to only such use and control as is necessary to enable the Managing Contractor to execute the work under the Contract.

39.1A **Native Title Act**

The Principal's obligation to provide access to the Site under Clause 39.1 includes an obligation to undertake any 'Future Act' process under the *Native Title Act 1993* (Cth) which is necessary to enable the Managing Contractor to carry out the work under the Contract on parts of the Site to which access has been given.

39.2. **Access for the Principal and Others**

39.2.1. The Principal and the Principal's employees and agents may at any time after reasonable notice to the Managing Contractor have access to any part of the Site for any purpose.

39.2.2. The Managing Contractor shall permit the execution of work on the Site by persons engaged by the Principal and shall co-operate with them and coordinate the Managing Contractor's work with their work.

39.2.3. If requested by the Managing Contractor, the Principal shall provide to the Managing Contractor the names of the persons so engaged.

39.2.4. The Managing Contractor shall at all reasonable times give the Principal, the Principal's Representative and other persons authorised in writing by the Principal or by the Principal's Representative access to the work under the Contract at any place where the work is being carried out or materials are being prepared or stored.

39.2.5. The Principal shall ensure that the Managing Contractor is not impeded in the execution of the Managing Contractor's work by any persons referred to in Clause 39.2, whilst exercising the right of access given by Clause 39.2.

39.3. **Delivery of Materials to and Work on Site Before Possession**

Until possession of the Site or part of the Site is given to the Managing Contractor under Clause 39.1, the Managing Contractor shall not deliver materials to or perform work on the Site or part of the Site, as the case may be, unless approval in writing is given by the Principal's Representative.

39.4. **Use of Site by the Managing Contractor**

Unless the Contract otherwise provides or the Principal's Representative gives prior written approval, the Managing Contractor shall not use the Site or allow it to be used for:

(a) camping;

(b) residential purposes; or

(c) any purpose not connected with the work under the Contract.

39.5. **Finding of Minerals, Fossils and Relics**

39.5.1. Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Site shall as between the parties be and remain the property of the Principal. Immediately upon the discovery of these things the Managing Contractor shall take precautions to prevent their loss or removal or damage and shall notify the Principal's Representative of the discovery.

39.5.2. If compliance with obligations under Clause 39.5 causes the Managing Contractor to incur more or less cost than the Managing Contractor could reasonably have anticipated at the time of tendering, the difference shall be valued under Clause 53.4.

39.6. **Extra Land Required by the Managing Contractor**

The Managing Contractor shall procure, at the Managing Contractor's own cost, the right to the occupation or use of any land in addition to the Site which the Managing Contractor may deem necessary for the execution of the work under the Contract or for the purposes of the Contract, and shall, as a condition precedent to the issue of the Final Certificate if so required by the Principal's Representative, provide a properly executed release from all claims or demands (whether for damages or otherwise howsoever) from

the owner or occupier of and from other persons having an interest in such land. Any such release shall be in a form approved by the Principal.

## 40. SETTING OUT THE WORKS

### 40.1. Setting Out

40.1.1. The Principal's Representative shall supply to the Managing Contractor the information and Survey Marks necessary to enable the Managing Contractor to set out the Works.

40.1.2. Upon receipt of any necessary information and Survey Marks, the Managing Contractor shall set out the Works in accordance with the Contract and shall provide all instruments and things necessary for that purpose.

### 40.2. Care of Survey Marks

40.2.1. The Managing Contractor shall keep in their true positions all Survey Marks supplied by the Principal.

40.2.2. If a Survey Mark is disturbed or obliterated, the Managing Contractor shall immediately notify the Principal's Representative and, unless the Principal's Representative otherwise directs, the Managing Contractor shall reinstate the Survey Mark.

40.2.3. If the disturbance or obliteration is caused by a person referred to in Clause 39.2, other than the Managing Contractor, the cost incurred by the Managing Contractor in reinstating the Survey Mark shall be valued under Clause 53.4.

### 40.3. Errors in Setting Out

40.3.1. If the Managing Contractor discovers an error in the position, level, dimensions or alignment of any work under the Contract, the Managing Contractor shall immediately notify the Principal's Representative and, unless the Principal's Representative otherwise directs, the Managing Contractor shall rectify the error.

40.3.2. If the error has been caused by incorrect information, Survey Marks or data supplied by the Principal, the cost incurred by the Managing Contractor in rectifying the error shall be valued under Clause 53.4.

## 41. MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

### 41.1. Provision of Materials, Labour and Constructional Plant

Except to the extent that the Contract otherwise provides, the Managing Contractor shall supply everything necessary for the proper performance of the Managing Contractor's obligations and discharge of the Managing Contractor's liabilities under the Contract.

### 41.2. Removal of Materials and Constructional Plant

41.2.1. From time to time the Principal's Representative may by written notice to the Managing Contractor direct the Managing Contractor not to remove from the Site constructional plant or materials.

41.2.2. Thereafter, the Managing Contractor shall not remove the materials or the constructional plant without the prior written approval of the Principal's Representative, which approval shall not be unreasonably withheld.

### 41.3. Manufacture and Supply of Materials

The Principal's Representative may direct the Managing Contractor to supply particulars of:

(a) the mode and place of manufacture;

(b) the source of supply;

(c) the performance capacities; and

(d) other information;

in respect of any materials, machinery or equipment to be supplied or used by the Managing Contractor under or in connection with the Contract.

41.4. **Queensland Government Building and Construction Training Policy**

41.4.1. For the purposes of Clause 41.4:

"Aboriginal or Torres Strait Islander" means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander and is accepted as such by the community in which he or she lives;

"Apprentice" or "Trainee" has the meaning given to it in the Training Policy;

"Compliance Plan" means the plan developed by the Managing Contractor demonstrating how the Managing Contractor will comply with its obligations under this Clause 41.4 and the Training Policy;

"CSQ" means Construction Skills Queensland;

"DATSIP" means the Department of Aboriginal and Torres Strait Islander Partnerships;

"Deemed Hours" means the number of hours calculated using the following formula:

contract sum (GST inclusive) x 0.0006, and for Major building projects: contract sum (GST inclusive) x 0.0009;

"Eligible Project" means the work under this Contract where the contract sum is $500,000 or greater (including GST) and projects identified as Eligible Projects in the Training Policy;

"Indigenous Economic Opportunities Plan" means a plan that complies with the requirements of the Training Policy (template available via www.training.qld.gov.au/trainingpolicy) agreed to and signed by:

(i) the Managing Contractor;

(ii) the Principal; and

(iii) the relevant Aboriginal or Torres Strait Islander council or authority, or where there is no relevant Aboriginal and Torres Strait Islander council or authority, DATSIP;

"Indigenous Project" means:

(i) an Eligible Project located in an Aboriginal or Torres Strait Islander community, or in the township of Weipa; or

(ii) an Eligible Project located in a part of Queensland not referred to in paragraph (a) of this definition that is selected as an Indigenous Project by Queensland Government agencies or by the Director General of DATSIP;

(iii) as further detailed in the Training Policy;

"Major building project" means a project where the contract sum (including GST) is $100 million or greater;

"Practical Completion Compliance Report" means a report prepared by the Managing Contractor demonstrating the compliance by the Managing Contractor with Clause 41.4 and the Training Policy;

"Training Policy" means the Queensland Government Building and Construction Training Policy, published by the Department of Employment, Small Business and Training and located at www.training.qld.gov.au/trainingpolicy, as amended from time to time; and

"Training Policy Administration System" or "TPAS" means the electronic reporting system administered by CSQ for the submission of the Compliance Plan, the Practical Completion Compliance Report and the Indigenous Economic Opportunities Plan located via www.training.qld.gov.au/trainingpolicy.

41.4.2. Where the work under the Contract constitutes an Eligible Project, the Managing Contractor must:

(a) within 10 Working Days of the date of commencement of Construction Work on Site, submit to CSQ via the TPAS, with a copy to the Principal's Representative, a completed Compliance Plan;

(b) within 15 Working Days of the Date of Practical Completion, or if there is more than one the last occurring Date of Practical Completion, submit to CSQ via the TPAS, with a copy to the Principal's Representative, a completed Practical Completion Compliance Report;

(c) comply with the Training Policy;

(d) ensure that new entrant Apprentices or Trainees, as set out in the Training Policy, work a minimum of 60% of the Deemed Hours applicable to the work under the Contract;

(e) undertake other workforce training as set out in the Training Policy for the remaining Deemed Hours not allocated under Clause 41.4.2(d); and

(f) ensure that each participant on an Eligible Project is provided with a copy of the Privacy Statement contained in Schedule 8.

41.4.3. Where the work under the Contract constitutes an Indigenous Project the Managing Contractor must, in addition to the requirements set out in Clause 41.4.2:

(a) within 10 Working Days of the date of commencement of Construction Work on Site, submit to CSQ via the TPAS, with a copy to the Principal's Representative, a completed Indigenous Economic Opportunities Plan;

(b) ensure that Aboriginal and Torres Strait Islander Apprentices and/or Trainees, and local Aboriginal and Torres Strait Islander workers work the Deemed Hours applicable to the work under the Contract as set out in the Training Policy;

(c) ensure that, in addition to the requirements set out in Clause 41.4.3(b), the Managing Contractor complies with the Indigenous Economic Opportunities Plan such that 3% of the Contract Sum is allocated toward the agreed Indigenous Economic Opportunities Plan in carrying out the work under the Contract; and

(d) within 15 Working Days of the Date of Practical Completion, or if there is more than one the last occurring Date of Practical Completion, submit to CSQ via the TPAS, with a copy to the Principal's Representative, the achievement of outcomes against the Indigenous Economic Opportunities Plan in accordance with the Training Policy.

41.4.4. For Major building projects, in addition to the above requirements, the Contractor must develop a skills development plan, training delivery linked to occupational outcomes in applicable national accredited training packages, and employ a training coordinator to ensure the implementation of the skills development plan.

41.4.5. Nothing in Clauses 41.4.2, 41.4.3 or 41.4.4 limits or alters the Managing Contractor's obligation to comply with the Training Policy generally.

41.4.6. The Managing Contractor acknowledges that failure to comply in part or in whole with the requirements of this Clause 41.4 will be a substantive factor that will be taken into account in the process of awarding future contracts by the Principal.

41.5. **Queensland Charter for Local Content**

41.5.1. This Clause 41.5 applies if specified in the Annexure.

41.5.2. The Managing Contractor must, and must ensure its Subcontractors, in carrying out the work under the Contract:

(a) comply with the principles of the Queensland Charter for Local Content ("Charter") and any requirements under the Contract in this regard;

(b) comply with any Statement of Intent or equivalent local content statement under the Contract; and

(c) complete and submit a Charter for Local Content – Project Outcome Report (available from www.dsdmip.qld.gov.au/charter) to the Principal at Practical Completion and at such other times as reasonably requested by the Principal, with a copy to qclc@dsd.qld.gov.au.

41.6. **Site Personnel Register**

41.6.1. From the commencement of work under the Contract until Practical Completion, the Managing Contractor must maintain a register in the form in Schedule 13 ("Site Personnel Register") of all individuals who carry out work under the Contract on Site.

41.6.2. The Site Personnel Register must be available for inspection at all times by the Principal's Representative.

41.6.3. The Managing Contractor must provide statistical information in the form in Schedule 13 ("Site Personal Register Summary") to the Principal's Representative every 13 weeks and at such other times as the Principal's Representative may direct.

41.7. **Queensland Procurement Policy**

41.7.1. The Managing Contractor must, and must ensure its Subcontractors, in carrying out the work under the Contract, comply with:

(a) the principles of the Queensland Procurement Policy and any requirements under the Contract in this regard; and

(b) the Ethical Supplier Threshold.

41.7.2. The Managing Contractor acknowledges that a failure to comply with the Principal's policies that apply to the work under the Contract or the Managing Contractor's obligations under the Contract can result in the imposition of a demerit or sanction under the Ethical Supplier Mandate, in addition to any other remedies available to the Principal under this Contract.

41.7.3. If the Annexure indicates that Best Practice Principles are applicable, the Managing Contractor:

(a) acknowledges that the Principal values a commitment to the Best Practice Principles, including the provision of terms and conditions of employment, including specified pay rates, for all personnel who will perform work under the Contract, that meet or exceed the Minimum Conditions;

(b) must, and must ensure that its Subcontractors, comply with:

(i) the Best Practice Principles, including the provision of terms and conditions of employment, including specified pay rates, for all personnel who will perform work under the Contract, that meet or exceed the Minimum Conditions, when procuring or entering into Subcontracts in relation to work under the Contract; and

(ii) any commitments ~~it~~ made in their respective tenders for work under the Contract in relation to the Best Practice Principles, including the Minimum Conditions; and

(c) acknowledges and agrees that the Managing Contractor's compliance with its obligations under this Clause 41.7 and Clause 21.2.3, and the results of any audit under Clause 21.2.21 in connection with the Best Practice Principles, including the Minimum Conditions, or Clause 64.4, may be taken into account in any future tender process or similar procurement process undertaken by the Principal.

## 42. MATERIALS AND WORK

42.1. **Quality of Materials and Work**

The Managing Contractor shall use the materials and standards of workmanship required by the Contract. In the absence of any requirement to the contrary, the Managing Contractor shall use suitable new materials.

42.2. **Defective Materials or Work**

42.2.1. If the Principal's Representative discovers material or work provided by the Managing Contractor which is not in accordance with the Contract, the Principal's Representative may direct the Managing Contractor to:

(a) remove the material from the Site;

(b) demolish the work;

(c) redesign, reconstruct, replace or correct the material or work; and/or

(d) not to deliver the material or work to the Site.

42.2.2. The Principal's Representative may direct the times within which the Managing Contractor must commence and complete the removal, demolition, redesign, reconstruction, replacement or correction.

42.2.3. The Managing Contractor shall comply with a direction pursuant to this Clause 42.2 at the Managing Contractor's own expense.

42.2.4. If the Managing Contractor fails to comply with a direction issued by the Principal's Representative pursuant to this Clause 42.2 within the time specified by the Principal's Representative in the direction and, provided the Principal's Representative has given the Managing Contractor notice in writing that after the expiry of 7 days from the date on which the Managing Contractor receives the notice the Principal intends to have the work carried out by other persons, the Principal may have the work of removal, redesign, reconstruction, demolition, replacement or correction carried out by other persons and the cost incurred by the Principal in having the work so carried out shall be a debt due from the Managing Contractor to the Principal. Until the cost of such work has been incurred by the Principal, the Principal may deduct the estimated cost of such work from payments to the Managing Contractor as an amount due from the Managing Contractor to the Principal.

42.3. **Variations due to Defective Materials or Work**

42.3.1. Instead of a direction under Clause 42.2, the Principal's Representative may direct a Variation pursuant to Clause 53.1.

42.3.2. The Variation shall be valued under Clause 53.4 and:

(a) if the Variation causes an increase or decrease in the value to the Principal of the Works, regard shall also be had to the increase or decrease; and

(b) if the Variation results in the Managing Contractor incurring more or less cost than would reasonably have been incurred had the Managing Contractor been given a direction under Clause 42.2, regard shall also be had to the difference.

42.4. **Acceptance of Defective Material or Work**

Instead of a direction under Clause 42.2 or 42.3, the Principal's Representative may notify the Managing Contractor that the Principal elects to accept the material or work notwithstanding that it is not in accordance with the Contract. In that event the resulting increase or decrease in the value to the Principal of the Works and any other loss suffered by the Principal shall be valued under Clause 53.4.

42.5. **Generally**

42.5.1. The Principal's Representative shall give either a direction under Clause 42.2 or 42.3 or a notice under Clause 42.4 as soon as practicable after the Principal's Representative becomes aware that material or work is not in accordance with the Contract.

42.5.2. The Principal's Representative may give the direction or notice at any time before the issue of the Final Certificate under Clause 57.12.

42.5.3. Except to the extent that to do so would be inconsistent with a direction under Clause 42.3 or a notice under Clause 42.4 and notwithstanding that the Principal's Representative has not given a direction under Clause

42.2, the Managing Contractor shall promptly remove, demolish, replace or correct material or work that is not in accordance with the Contract.

42.5.4. A payment to the Managing Contractor, or a test or a failure by the Principal's Representative or anyone else to disapprove any material or work shall not prejudice the power of the Principal's Representative to subsequently give a direction under Clause 42.2 or 42.3 or a notice under Clause 42.4.

42.5.5. Nothing in Clause 42 shall prejudice any other right which the Principal may have against the Managing Contractor arising out of the failure of the Managing Contractor to provide material or work in accordance with the Contract.

42.5.6. The Principal's Representative shall not be obliged to give a direction under Clause 42.3 or a notice under Clause 42.4 to assist the Managing Contractor.

## 43. EXAMINATION AND TESTING

### 43.1. Principal's Representative May Order Tests

43.1.1. At any time prior to the issue of the Final Certificate the Principal's Representative may direct that any material or work under the Contract be tested.

43.1.2. The Managing Contractor shall provide such assistance and samples and make accessible such parts of the work under the Contract as may be required by the Principal's Representative.

43.1.3. On completion of the tests, the Managing Contractor shall make good the work under the Contract so that it fully complies with the Contract.

### 43.2. Covering Up of Work

The Principal's Representative may direct that any part of the work under the Contract shall not be covered up or made inaccessible without the Principal's Representative's prior approval.

### 43.3. Who Conducts Tests

Tests shall be conducted as provided in the Contract or by the Principal's Representative or a person (which may include the Managing Contractor) nominated by the Principal's Representative.

### 43.4. Notice of Tests

Before conducting a test under the Contract the party conducting the test, being the Principal's Representative or the Managing Contractor, shall give reasonable notice in writing to the other of the time, date and place of the test. If the other does not then attend, the test may nevertheless proceed.

### 43.5. Procedure if Tests Delayed

Without prejudice to any other right, if the Managing Contractor or the Principal's Representative delays in conducting a test, the other, after giving reasonable notice in writing of intention to do so, may conduct the test.

### 43.6. Results of Tests

Results of tests shall be promptly made available by each party to the other and to the Principal's Representative.

### 43.7. Costs of Testing

43.7.1. Costs of and incidental to testing shall be valued under Clause 53.4 and shall be borne by the Principal or paid by the Principal to the Managing Contractor unless:

(a) the Contract provides that the Managing Contractor shall bear the costs or the test is one which the Managing Contractor was required to conduct other than pursuant to a direction under Clause 43.1;

(b) the test shows that the material or work is not in accordance with the Contract;

(c) the test is in respect of work under the Contract covered up or made inaccessible without the Principal's Representative's prior approval where such was required; or

(d) the test is consequent upon a failure of the Managing Contractor to comply with a requirement of the Contract.

43.7.2. Where such costs are not to be borne by the Principal, they shall be borne by the Managing Contractor or paid by the Managing Contractor to the Principal.

43.8. **Access for Testing**

If, during the Defects Liability Period:

(a) the Principal or the Principal's Representative asserts that material or work is not in accordance with the Contract; and

(b) the Managing Contractor requests permission to test the material or work;

the Principal shall not unreasonably refuse the Managing Contractor access to test the material or work.

## 44. WORKING HOURS AND WORKING DAYS

44.1 The Working Days on the Site shall be as stated in the Annexure but excluding public holidays and industry rostered days off. Except where otherwise nominated, Working Hours on the Site shall be up to 9 hours per Working Day between the hours stated in the Annexure.

44.2 The hours and days prescribed in Clause 44.1 shall not be varied without the prior approval of the Principal's Representative except when in the interests of safety of the work under the Contract, or to protect life or property, the Managing Contractor finds it necessary to carry out work outside the hours or on days other than the days as stated or approved by the Principal's Representative. In such cases, the Managing Contractor shall notify the Principal's Representative in writing of the circumstances as early as possible.

44.3 Notwithstanding any approval by the Principal's Representative to otherwise vary the Working Hours or Working Days, events occurring outside of the Working Hours or Working Days stated in Clause 44.1 shall not be grounds for an extension of time.

44.4 In approving a variation to the hours or days prescribed in Clause 44.1, the Principal's Representative may attach conditions. Such conditions may include, but are not limited to:

(a) a prohibition of or restriction on the performance of work which requires inspection; and

(b) a requirement that the Managing Contractor meets the costs of contract administration including but not limited to costs of inspections, by or on behalf of the Principal's Representative, of work during times approved by the Principal's Representative that are outside of the hours stated in Clause 44.1.

## 45. PROGRAMMING

45.1. **Submission**

45.1.1. Within 14 days after the Date of Commencement of Stage Two, the Managing Contractor shall submit to the Principal's Representative a program in such detail as the Principal's Representative may require which:

(a) confirms or revises any program submitted with the Managing Contractor's GCS Offer;

(b) contains a date for Practical Completion not later than the Date for Practical Completion;

(c) sets out the manner in which and times by which the various tasks comprising the work under the Contract shall be completed; and

(d) makes reasonable allowance for the Principal's Representative to consent to or comment on, in accordance with the Contract, the documentation submitted to the Principal's Representative and

shall also make reasonable allowance for any resubmission of this documentation which may be required.

45.1.2. The Principal's Representative shall acknowledge receipt and provide any comment on this program within 14 days of receipt.

45.2. **Rights Not Affected**

A Program shall not affect the Managing Contractor's rights or obligations under Clause 46.1 nor shall it form part of the Contract.

## 46. PROGRESS

46.1. **Rate of Progress**

46.1.1. The Managing Contractor shall:

(a) proceed with the work under the Contract with due expedition and without delay; and

(b) reach Practical Completion of the Works by the Date for Practical Completion.

46.1.2. For these purposes and without limiting the generality of the foregoing, the Managing Contractor shall be obliged, in consultation with the Principal's Representative, to take such positive steps to re schedule, re program, expedite and adjust activities, sequences and the carrying out and execution of the work under the Contract generally so as to ensure that a rate of progress satisfactory to the Principal's Representative is maintained.

46.1.3. The Managing Contractor shall not suspend the progress of the whole or any part of the work under the Contract except where the suspension is under Clause 59.9 or is directed or approved by the Principal's Representative under Clause 48.

46.1.4. The Managing Contractor shall give the Principal's Representative reasonable advance notice of when the Managing Contractor requires any information, materials, documents or instructions from the Principal's Representative or the Principal. The Principal and Principal's Representative shall not be required to give any information, materials, documents or instructions earlier than would have been reasonably anticipated at the time of submission of Managing Contractor's Tender.

## 47. ACCELERATION

47.1. **Acceleration Proposal**

47.1.1. The Principal's Representative may at any time prior to the Date of Practical Completion direct the Managing Contractor to provide a proposal to accelerate completion of the work under the Contract or any part thereof (in this clause called the "Acceleration Proposal"). Such direction may require the Managing Contractor to propose:

(a) a revised Date for Practical Completion;

(b) the measures the Managing Contractor considers necessary to meet the requirements of the Principal's Representative;

(c) the adjustment required in the opinion of the Managing Contractor, inclusive of all costs howsoever arising, to the Management Fee, On Site Overheads Fee and/or Consultants Fee to carry out those measures;

(d) the Managing Contractor's estimate of:

(i) the effect on the Actual Construction Sum; and

(ii) the appropriate adjustment to the Guaranteed Construction Sum.

47.1.2. Within 7 days of the direction or such further time as may be agreed, the Managing Contractor shall provide to the Principal's Representative an Acceleration Proposal.

47.1.3. The Managing Contractor acknowledges that the adjustments referred to in paragraphs (c) and (d)(ii) of Clause 47.1.1 are contingent upon achievement of Practical Completion on or before the revised Date for Practical Completion, such that if Practical Completion is not achieved on or before the revised Date for Practical Completion, the adjustments may be reversed by the Principal's Representative unless the Managing Contractor establishes to the reasonable satisfaction of the Principal's Representative that the sole reason for the failure to reach Practical Completion on or before the revised Date for Practical Completion is a delay or delays caused by the Principal, the Principal's Representative or one of their servants or agents.

47.2. **Acceptance of Acceleration Proposal**

Within 14 days of receiving the Acceleration Proposal from the Managing Contractor or such other time as may be agreed, the Principal's Representative may advise the Managing Contractor:

(a) that the Acceleration Proposal is:

(i) acceptable; or

(ii) unacceptable, in whole or in part, and agree with the Managing Contractor and accept a revised Acceleration Proposal;

and direct the Managing Contractor to carry out the measures contained in the accepted Acceleration Proposal. Such direction shall be a direction to accelerate; or

(b) that the Acceleration Proposal is unacceptable and that no acceleration is required; or

(c) that the Acceleration Proposal or part thereof is unacceptable, and give the Managing Contractor a direction to accelerate in which event Clause 47.3 shall apply.

47.3. **Direction to Accelerate**

47.3.1. Notwithstanding that the Principal's Representative has not requested an Acceleration Proposal the Principal's Representative may nevertheless give the Managing Contractor a direction to accelerate.

47.3.2. A direction to accelerate:

(a) may, but not necessarily, be in response to an Acceleration Proposal;

(b) shall be in writing and contain a statement that it is a direction to accelerate under this Clause 47.3;

(c) shall identify generally the measures which the Principal's Representative requires the Managing Contractor to take to accelerate the execution of the work under the Contract;

(d) may identify the parts of the work under the Contract which the Principal's Representative requires the Managing Contractor to accelerate;

(e) shall state:

(i) the revised Date for Practical Completion; and

(ii) the quantum of adjustment to:

(A) the Management Fee;

(B) the Consultants Fee;

(C) the On Site Overheads Fee; and

(D) the Guaranteed Construction Sum;

where these revised dates or adjustments are not those contained in an accepted Acceleration Proposal, the Principal's Representative shall determine reasonable revised dates and adjustments;

(f) shall state the time by which the Managing Contractor shall commence to implement the direction to accelerate; and

(g) may not be given unless the work is capable of being performed by the revised Date for Practical Completion.

47.3.3. If the Principal's Representative gives a direction to accelerate then the Managing Contractor shall comply with the direction to accelerate within the time stated in the direction and the:

(a) Date for Practical Completion;

(b) Management Fee;

(c) Consultants Fee,

(d) the On Site Overheads Fee; and

(e) Guaranteed Construction Sum;

shall be revised or adjusted in accordance with the direction to accelerate and the Managing Contractor shall not be entitled to claim further reimbursement of any costs or any damages.

## 48. SUSPENSION OF THE WORKS

48.1. **Suspension by Principal's Representative**

If the Principal's Representative considers that the suspension of the whole or part of the work under the Contract is necessary:

(a) because of an act or omission of:

(i) the Principal, the Principal's Representative or an employee, consultant or agent of the Principal; or

(ii) the Managing Contractor, a Subcontractor or an employee or agent of either; or

(b) for the protection or safety of any person or property; or

(c) to comply with an order of a court; or

(d) for any other reason which the Principal's Representative in the Principal Representative's absolute discretion considers justifiable in the circumstances;

then the Principal's Representative may direct the Managing Contractor to suspend the progress of the whole or part of the work under the Contract for such time as the Principal's Representative thinks fit.

48.2. **Suspension by the Managing Contractor**

If the Managing Contractor wishes to suspend the whole or part of the work under the Contract, otherwise than under Clause 59.9, the Managing Contractor shall obtain the prior written approval of the Principal's Representative. The Principal's Representative may approve of the suspension and may impose conditions of approval.

48.3. **Recommencement of Work**

As soon as the Principal's Representative becomes aware that the reason for any suspension no longer exists, the Principal's Representative shall direct the Managing Contractor to recommence work on the whole or on the relevant part of the work under the Contract. If work is suspended pursuant to Clause 48.2 or 59.9, the Managing Contractor may recommence work at any time after reasonable advance notice to the Principal's Representative.

48.4. **Cost of Suspension**

Any cost incurred by the Managing Contractor by reason of a suspension under Clause 48.1 or Clause 48.2 shall be borne by the Managing Contractor, but if the suspension is due to an act or omission of the Principal, the Principal's Representative or an employee, consultant or agent of the Principal and the suspension causes the Managing Contractor to incur more or less cost than otherwise would have been incurred but for the suspension, then the difference shall be valued by the Principal's Representative under Clause 53.4 and the Management Fee, the Consultants Fee, the On Site Overheads Fee and Guaranteed Construction Sum shall be adjusted accordingly. The entitlement of the Managing Contractor under this Clause 48.4 shall be the Managing Contractor's sole remedy in respect of any suspension.

48.5. **Effect of Suspension**

A suspension shall not affect the Date for Practical Completion but the cause of the suspension may be a ground for extension of time under Clause 49.3.

## 49. TIMES FOR COMMENCEMENT AND COMPLETION

49.1. **Time for Commencement**

Upon receiving the Principal's notice of acceptance of tender the Managing Contractor shall promptly commence work under the Contract.

49.2. **Time for Completion**

Subject to Stage Two proceeding, the Managing Contractor shall ensure the Works achieves Practical Completion by the Date for Practical Completion.

49.3. **Extension of Time**

49.3.1. When the Managing Contractor becomes aware of anything including an act or omission of the Principal, the Principal's Representative or the Principal's employees, consultants, other contractors or agents which may delay the work under the Contract, the Managing Contractor shall promptly give written notice of that cause and the estimated delay to the Principal's Representative.

49.3.2. The Managing Contractor shall be entitled to such extension of time to the Date for Practical Completion for carrying out work under the Contract as the Principal's Representative assesses, if:

(a) the Managing Contractor is or will be delayed in reaching Practical Completion by a cause described in Clause 49.3.4;

(b) the Managing Contractor has complied with Clause 49.3.1; and

(c) the Managing Contractor gives the Principal's Representative, within 28 days of when the Managing Contractor should reasonably have become aware of that causation occurring, a written claim for an extension of time evidencing the facts of causation and of the delay to work under the Contract including the extent of the delay.

49.3.3. If further delay results from a cause described in Clause 49.3.4 evidenced in a claim under Clause 49.3.2(c), the Managing Contractor shall claim an extension of time for such delay by promptly giving the Principal's Representative a written claim evidencing the facts of the delay.

49.3.4. The causes are any of the following:

(a) events whether occurring before, on or after the Date for Practical Completion:

(i) delays caused by:

(A) the Principal;

(B) the Principal's Representative;

(C) the Principal's employees, consultants, other contractors or agents;

(ii) any breach of the Contract by the Principal;

(iii) any change in Statutory Requirements assessed in accordance with Clause 24.2, irrespective of whether such change causes the Managing Contractor to incur more or less cost than otherwise would have been incurred;

(iv) delay caused by any statutory authority in granting approvals, agreements or permits or carrying out works or services for which they are responsible, other than where the reason for the delay is the failure of the Managing Contractor or its Subcontractors to:

(A) take any reasonable steps to progress the granting of an approval, agreement or permit or the carrying out of works or services; or

(B) comply with a Statutory Requirement;

(v) fire, explosion, lightning, cyclone, flood which may be expected to occur once or less in every 100 years, earthquake, high sea inundation, landslide and natural disasters, to the extent they are beyond the Managing Contractor's reasonable control; and

(vi) any event identified in any other provision of the Contract entitling the Managing Contractor to an extension of time;

(b) industry-wide industrial action not caused by the Managing Contractor occurring on or before the Date for Practical Completion; and

excluding a Variation direction issued by the Principal's Representative pursuant to Clause 19. However, this clause does not prevent the Principal's Representative from exercising its discretion to extend the date for Practical Completion pursuant to Clause 19.

49.3.5. In assessing each claim for extension of time the Principal's Representative shall disregard questions of whether:

(a) work under the Contract can nevertheless reach Practical Completion by the Date for Practical Completion without an extension of time; and

(b) the Managing Contractor can accelerate,

but shall have regard to what prevention and mitigation of the delay has not been affected by the Managing Contractor.

49.3.6. In determining a claim for an extension of time for an event causing delay, the Principal's Representative may have regard to the program at the date of the event or events on which the claim is based and whether the Managing Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay.

49.3.7. Where more than one event causes concurrent delays and the cause of at least one of those events, but not all of them, is not a cause referred to in Clause 49.3.4, then to the extent that the delays are concurrent, the Managing Contractor shall not be entitled to an extension of time.

49.3.8. If the Managing Contractor is entitled to an extension of time to the Date for Practical Completion then the Principal's Representative shall, within 28 days after receipt of the notice of the number of days extension claimed, grant an extension of time. Such extension shall be granted in calendar days. If the Principal's Representative does not grant the full extension of time claimed, the Principal's Representative shall before the expiration of the 28 days give the Managing Contractor notice in writing of the reason.

49.3.9. If the adjusted Date for Practical Completion falls on a day which is not a business day, the adjusted Date for Practical Completion shall be the next business day following that date.

49.3.10. Notwithstanding that the Managing Contractor is not entitled to an extension of time, the Principal's Representative may, at any time and from time to time before the issue of the Final Certificate, by notice in writing to the Managing Contractor extend the Date for Practical Completion for any reason. The power

given by this Clause 49.3.9 is exercisable by the Principal's Representative for the sole benefit of the Principal.

49.3.11. Neither:

(a) a delay caused by the Principal, the Principal's Representative or any of the Principal's employees, consultants, other contractors or agents; nor

(b) the failure of the Principal's Representative to grant an extension of time,

shall cause the Date for Practical Completion to be set at large but nothing in this Clause 49.3 shall prejudice any right of the Managing Contractor to damages.

49.4. **Liquidated Damages**

49.4.1. If the Managing Contractor fails to reach Practical Completion by the Date for Practical Completion, the Managing Contractor shall be indebted to the Principal for liquidated damages at the rate stated in the Annexure for every calendar day after the Date for Practical Completion up to and including the Date of Practical Completion or the date that the Contract is terminated, whichever first occurs.

49.4.2. The Principal's Representative may deduct liquidated damages in assessing any amount due to the Managing Contractor under Clause 57.

49.4.3. If, after the Managing Contractor has paid or the Principal has deducted liquidated damages, the Date for Practical Completion is extended, the Principal shall forthwith repay the Managing Contractor any liquidated damages paid or deducted in respect of the period up to and including the extended Date for Practical Completion.

49.5. **Separable Portions**

49.5.1. The interpretations of:

(a) Date for Practical Completion;

(b) Date of Practical Completion;

(c) Practical Completion; and

(d) Clauses 9.2, 9.5, 9.10, 9.11, 28, 49, 50, 51, 52, 53, and 57.9;

shall apply separately to each separable portion and references therein to the Works and to work under the Contract shall mean so much of the Works and the work under the Contract as is comprised in the relevant separable portion.

49.5.2. If the Contract does not make provision for the amount of security, retention moneys, liquidated damages or damages for delay or disruption applicable to a separable portion, the respective dates and amounts applicable shall be such proportion of those items applicable to the whole of the work under the Contract as the value of the separable portion bears to the value of the whole of the work under the Contract.

49.5.3. For the purposes of the Contract, separate Subcontracts shall not of itself or themselves be separable portions unless identified as such in the Contract.

49.6. **Use of Partly Completed Works**

49.6.1. If a part of the Works has reached a stage equivalent to that of Practical Completion but another part of the Works has not reached such a stage and the parties cannot agree upon the creation of separable portions, the Principal's Representative may determine that the respective parts shall be separable portions.

49.6.2. In using the separable portion that has reached Practical Completion, the Principal shall not hinder the Managing Contractor in the performance of the work under the Contract.

## 50. DELAY OR DISRUPTION COSTS

### 50.1. Principal's Obligation and Liability

Nothing in Clause 50 shall oblige the Principal to pay extra costs for delay or disruption which have already been included in any other payment under the Contract.

### 50.2. Damages for Delay or Disruption

50.2.1. The Managing Contractor shall only be entitled to damages for any delay in the completion of or disruption in the progress of the work under the Contract if:

(a) an extension of time to the Date for Practical Completion has been or should properly have been allowed under Clause 49.3.4(a)(i) or (ii); and

(b) the cause of the delay:

(i) is beyond the control of the Managing Contractor; and

(ii) arises out of a breach of the provisions of the Contract by the Principal or out of any other act or omission on the part of the Principal, the Principal's Representative, any agent, consultant or contractor of the Principal or any employee of the Principal; and

(c) the Managing Contractor has taken all proper and reasonable steps necessary and within its control both to preclude the occurrence of the cause of the delay and/or to minimise the consequences thereof; and

(d) any costs, expenses or damages suffered or incurred by the Managing Contractor as a result of any such delay have not been included in the value of any Variation and are not payable by virtue of any other provision of the Contract.

50.2.2. Subject to compliance with the provisions of this Clause 50.2, the Managing Contractor shall in respect of any such delay or disruption encountered by it in the execution of the work under the Contract be entitled to be paid by the Principal an amount by way of damages for every Working Day of nine (9) hours or part thereof (which shall be cumulative) calculated and determined by reference to the relevant daily rate for agreed damages contained in the Managing Contractor's Tender.

50.2.3. Except to the extent that such amounts form part of the Actual Construction Sum, the amount due by the Principal to the Managing Contractor under this Clause 50.2 is the agreed damages due by the Principal to the Managing Contractor and is in full satisfaction of all Claims for damages or any other payment or compensation whatsoever, for breach of contract or otherwise according to law, which the Managing Contractor may make or bring against the Principal arising in connection with all and any delay or disruption howsoever caused or encountered by the Managing Contractor in the execution of the work under the Contract.

50.2.4. The amount due by the Principal to the Managing Contractor under this Clause 50.2 includes (without limitation) all Claims for damages or any other payment or compensation whatsoever which Subcontractors of the Managing Contractor may make or bring against the Managing Contractor arising in connection with delay or disruption caused by the Principal, the Principal's Representative, or any of the Principal's employees, consultants, other contractors or agents.

50.2.5. All amounts due in respect of such damages shall be separately identified in claims for payment under Clause 57.2 and be included in claims pursuant to Clause 57.2.6(f).

### 50.3. Provisional Delay Allowance

50.3.1. The Managing Contractor's Tender shall include a Provisional Delay Allowance for delay days as calculated by reference to the provisional number of delay days as stated in the Contract multiplied by the rate per day contained in the Managing Contractor's Tender.

50.3.2. If the total amounts due by the Principal to the Managing Contractor pursuant to Clause 50.2.2 is greater or less than the Provisional Delay Allowance, the amount of such difference shall be included in payment certificates issued by the Principal's Representative pursuant to Clause 57.

## 51. DEFECTS LIABILITY

51.1 As soon as possible after the Date of Practical Completion, the Managing Contractor shall rectify any defects or omissions in the work under the Contract existing at the Date of Practical Completion.

51.2 At any time prior to the expiration of the Defects Liability Period, the Principal's Representative may direct the Managing Contractor to rectify any omission or defect in the work under the Contract existing at the Date of Practical Completion or which becomes apparent prior to the expiration of the Defects Liability Period. The direction shall identify the omission or defect and state a date by which the Managing Contractor shall complete the work of rectification and may state a date by which the work of rectification shall commence.

51.3 The direction may provide that in respect of the work of rectification there shall be a separate defects liability period of a stated duration not exceeding the period stated in the Annexure. The separate defects liability period shall commence on the date the Managing Contractor completes the work of rectification. Clause 51 shall apply in respect of the work of rectification and the defects liability period for that work of rectification.

51.4 If the work of rectification is not commenced or completed by the stated dates, the Principal may have the work of rectification carried out by others at the Managing Contractor's expense, but without prejudice to any other rights that the Principal may have against the Managing Contractor with respect to such omission or defect and the cost of the work of rectification incurred by the Principal shall be a debt due from the Managing Contractor. Until the cost of the work of rectification has been incurred by the Principal, the Principal may deduct the estimated cost of such work from payments to the Managing Contractor as an amount due from the Managing Contractor to the Principal.

51.5 The Managing Contractor shall carry out work of rectification at times and in a manner which cause as little inconvenience to the occupants or users of the Works as is reasonably possible.

## 52. CLEANING UP

52.1 The Managing Contractor shall keep the Site and the work under the Contract clean and tidy. The Managing Contractor shall regularly remove rubbish and surplus material.

52.2 The Managing Contractor shall ensure that rubbish and surplus materials are removed from areas adjacent to occupied or operational areas on a daily basis, and that access to such areas is not impeded by materials, rubbish or debris.

52.3 The Managing Contractor shall ensure that the removal of all rubbish and surplus material is done in an environmentally conscious manner, with recycling options being utilised at every opportunity.

52.4 Within 14 days after the Date of Practical Completion the Managing Contractor shall remove Temporary Works and constructional plant.

52.5 The Principal's Representative may extend the time for removal of Temporary Works or constructional plant necessary to enable the Managing Contractor to perform remaining obligations.

52.6 Notwithstanding the provisions of Clause 59, if the Managing Contractor fails to comply with any obligation imposed on the Managing Contractor by Clause 52 the Principal's Representative may, after the Principal's Representative has given reasonable notice in writing to the Managing Contractor, have the work of cleaning and tidying up carried out by other persons and the cost incurred by the Principal in having the work so carried out may be recovered by the Principal as a debt due from the Managing Contractor to the Principal. The rights given by this paragraph are in addition to any other right.

## 53. VARIATIONS

### 53.1. Variations to the work under the Contract

53.1.1. The Principal's Representative may in writing direct the Managing Contractor, pursuant to Clause 53.1, to:

(a) increase, decrease or omit any part of the work under the Contract;

(b) change the character or quality of any material or work or anything described in the Developed Design or the Subcontract Construction Documentation;

(c) change the levels, lines, positions or dimensions of anything described in the Developed Design or the Subcontract Construction Documentation or any part of the work under the Contract;

(d) execute additional work; and/or

(e) demolish or remove material or work no longer required by the Principal;

except where a Variation may be directed by the Principal's Representative pursuant to Clause 19.

53.1.2. The Managing Contractor is bound only to execute a Variation which is within the general scope of the Contract.

53.1.3. The Managing Contractor shall not be bound to execute a Variation directed after the Date of Practical Completion unless the Variation is in respect of rectification work referred to in Clause 51.

### 53.2. Proposed Variations

53.2.1. Within 7 days of receipt of a notice in writing from the Principal's Representative advising the Managing Contractor of a proposed Variation under Clause 53.2the Managing Contractor shall advise the Principal's Representative:

(a) in respect of the Managing Contractor's assessment as to whether the proposed Variation can be effected; and

(b) details of the work performed by Consultants and associated costs in providing that assessment.

53.2.2. The Principal shall not reimburse the Managing Contractor any of the Managing Contractor's costs of complying with the requirements of this Clause 53.2 other than:

(a) the reasonable costs incurred for work performed by Consultants; and

(b) the reasonable costs incurred by the Managing Contractor in engaging additional resources specifically for the purpose of complying with the requirements of this Clause 53.2.

The costs described in Clause 53.2.2(a) and (b) above will only be paid if the proposed Variation does not proceed.

53.2.3. If the Variation can be effected, the Managing Contractor shall:

(a) advise the Principal's Representative of the effect (if any) which the Managing Contractor anticipates that the Variation will have on the Program and time for Practical Completion, and the amount of any delay or disruption costs under Clause 50; and

(b) provide:

(i) a detailed quotation of the cost of the proposed Variation, inclusive of GST, including any proposed adjustments to the Management Fee, Consultants Fee, On Site Overheads Fee and Guaranteed Construction Sum; and

(ii) advice as to the effect of the proposed Variation on any applicable warranty.

53.2.4. Following receipt of the Managing Contractor's quotation pursuant to Clause 53.2.3, the Principal's Representative may, in writing:

(a) accept the quotation provided by the Managing Contractor and direct a Variation under Clause 53.1 and, in doing so, accept or reject advice (if any) given by the Managing Contractor pursuant to Clauses 53.2.3(a) and 53.2.3(b)(ii); or

(b) reject the quotation, in which case the Principal's Representative may nevertheless direct the Variation under Clause 53.1 and the Variation so directed shall be valued under Clause 53.4.2.

53.3. **Variations for the Convenience of the Managing Contractor**

53.3.1. If the Managing Contractor requests the Principal's Representative to approve a Variation for the convenience of the Managing Contractor, except where the Managing Contractor has requested a Variation pursuant to Clause 19.2, the Principal's Representative may do so in writing pursuant to this Clause 53.3. The approval may be conditional.

53.3.2. Unless the Principal's Representative otherwise directs in the notice approving the Variation, the Managing Contractor shall not be entitled to:

(a) any extension of time for Practical Completion; or

(b) extra costs, any extra payment or an adjustment to:

(i) the Management Fee;

(ii) the Consultants Fee;

(iii) On Site Overheads Fee; or

(iv) the Guaranteed Construction Sum;

in respect of the Variation or anything arising out of the Variation which would not have arisen had the Variation not been approved.

53.3.3. Unless the Principal's Representative determines that the Variation relates to the rectification of defective or non-compliant work under the Contract, any further or reduced costs for Construction Work the subject of an approved Variation under this Clause 53.3 shall form part of the Actual Construction Sum for which the Off Site Overheads and Profit Fee shall be payable in accordance with the terms of the Contract.

53.3.4. The Principal's Representative shall not be obliged to approve a Variation for the convenience of the Managing Contractor.

53.4. **Valuation of Variations**

53.4.1. If the Managing Contractor provides a detailed quotation for the work of a Variation under Clause 53.2 which is accepted by the Principal's Representative, then the actual Subcontract cost in respect of Construction Work the subject of the Variation shall form part of the Actual Construction Sum against which the Off Site Overheads and Profit Fee shall be payable, and the Management Fee, Consultants Fee, On Site Overheads Fee and Guaranteed Construction Sum shall be adjusted in accordance with the accepted quotation.

53.4.2. Where Clause 53.4.1 does not apply, a Variation shall be valued as set out in (a) to (e) as follows.

(a) Where a Variation requires further or reduced Construction Work:

(i) the value for the Variation shall be calculated in accordance with:

(A) the rates or prices included in the Contract; or

(B) in any bill of quantities, schedule of rates or schedule of prices under any relevant Subcontract;

to the extent to which the Principal's Representative determines that those rates or prices are applicable to the Variation.

(ii) to the extent that the Principal's Representative determines that the rates or prices do not apply to a Variation, the value for the Variation shall be:

(A) as determined by agreement between the Managing Contractor and the Principal's Representative; or

(B) if an agreement cannot be reached, by the Principal's Representative who shall determine such rate or price as the Principal's Representative considers reasonable.

The value calculated pursuant to this Clause 53.4.2 (a) shall be the amount, inclusive of GST, of the adjustment to the Guaranteed Construction Sum and shall form part of the Actual Construction Sum against which the Off Site Overheads and Profit Fee shall be payable.

(b) Where a Variation requires additional or reduced work by a Consultant, the Consultants Fee shall be adjusted by the amount agreed between the Principal's Representative and the Managing Contractor, or in the absence of agreement, the amount determined by the Principal's Representative for the additional or reduced work, having regard to:

(i) any fee proposal provided by the Consultant to the Managing Contractor for the work of the Variation; and

(ii) the contract between the Managing Contractor and the Consultant.

(c) Provided that the Managing Contractor is not entitled to damages for any delay in the completion of or disruption in the progress of the work under the Contract pursuant to Clause 50, the Managing Contractor shall be entitled to claim an amount of 5% of the sum calculated under Clause 53.4.2(a) which amount will be deemed to represent the Managing Contractor's full and final entitlement (inclusive of GST), in respect of the amount of adjustment to the Management Fee for that Variation.

(d) Where a Variation requires On Site Overheads personnel in addition to those personnel described in the costed methodology statement for On Site Overheads in the Managing Contractor's Tender and required to be notified by the Managing Contractor to the Principal's Representative pursuant to Clause 37.1.3, the following shall apply:

(i) where the Managing Contractor has an entitlement to be paid damages for delay or disruption in accordance with Clause 50 in respect of the Variation, there shall be no adjustment to the On Site Overheads Fee; and

(ii) where the Managing Contractor does not have an entitlement to be paid damages for delay or disruption in accordance with Clause 50 in respect of the Variation, then the On Site Overheads Fee shall be adjusted by the amount determined by agreement between the Managing Contractor and the Principal's Representative, or if an agreement cannot be reached, by such amount that the Principal's Representative considers reasonable for the work of the additional On Site Overheads personnel that is directly attributable to the execution of the Variation.

(e) Where a Variation causes the Managing Contractor to require fewer On Site Overheads personnel than those described in the costed methodology statement for On Site Overheads in the Managing Contractor's Tender, then the On Site Overheads Fee shall be adjusted by the amount determined by agreement between the Managing Contractor and the Principal's Representative, or if an agreement cannot be reached, by such amount that the Principal's Representative considers reasonable for the fewer On Site Overheads personnel, having regard to the costed methodology statement provided in the Managing Contractor's Tender.

53.5. **Omissions**

53.5.1. If the Principal's Representative instructs a Variation omitting any part of the work under the Contract, the Principal may thereafter either perform the omitted work or employ or engage another person to carry out and execute the omitted work.

53.5.2. The Managing Contractor shall have no entitlement to make a claim as a result of any part of the work under the Contract being omitted therefrom, whether or not the Principal thereafter performs the omitted work or employs or engages another person to carry out and execute the omitted work.

53.5.3. The work which has been omitted shall be valued in accordance with the provisions of Clause 53.4.

53.6. **Notice of Variations**

If the Managing Contractor considers that a direction given by the Principal's Representative while not expressly identified as a Variation constitutes a Variation, the Managing Contractor shall promptly, and within twenty-eight (28) days after the receipt of such direction, notify the Principal's Representative of such.

## 54. NOT USED

## 55. RATES OF EXCHANGE AND DUTY

55.1. **Customs Tariff (Anti Dumping) Legislation**

55.1.1. The Managing Contractor shall be responsible for the payment of and indemnify the Principal in respect to, any amount which is due or that may become due under the *Customs Tariff (Anti-Dumping) Act 1975* (Cth) and in respect to any security that is due or may become due under the *Customs Act 1901* (Cth) for duty that may become due under the *Customs Tariff (Anti-Dumping) Act 1975* (Cth).

55.1.2. The Guaranteed Construction Sum shall include all amounts due under this Clause 55 and the Managing Contractor shall not be entitled to any additional remuneration whatsoever in respect of any such amounts that are due or that may become due.

55.2. **Variations in Rates of Exchange and Duty**

55.2.1. Subject to Clause 55.2.2 hereof, if it is shown to the satisfaction of the Principal's Representative:

(a) that the Managing Contractor has placed its orders for any materials, machinery or other goods, forming part of the Works and required to be imported from overseas sources, in time to achieve a rate of progress satisfactory to the Principal's Representative; and

(b) that at the time of the Managing Contractor's payment of an invoice for any materials, machinery or other goods forming part of the Works a difference has occurred in comparison to the price obtained and included in the GCS Offer of such materials, machinery or other goods, which difference is solely attributable to an alteration in the rates of exchange or duty;

the value of such difference shall, upon application in writing to the Principal's Representative by the Managing Contractor or upon notification in writing to the Managing Contractor by the Principal's Representative, be taken into account in the Final Certificate, and the value of such difference shall be calculated in accordance with the entire example calculation included in Schedule 9.

55.2.2. For the purposes of this Clause 55.2 and the example calculation included in Schedule 9, the evaluation of such difference shall be based upon:

(a) the selling rate for the appropriate foreign currency as published by the Reserve Bank of Australia at the closing of business on the date the Managing Contractor's GCS Offer was submitted to the Principal;

(b) the selling exchange rate for the appropriate foreign currency as published by the Reserve Bank of Australia as applied at the time of payment of the invoice by the Managing Contractor for the material, machinery or other goods;

(c) the rate of duty payable at the closing of business on the date the Managing Contractor's GSC Offer was submitted to the Principal; and

(d) the rate of duty paid at the time of payment of the invoice by the Managing Contractor for the material, machinery or other goods.

55.2.3. The provisions of Clause 55.2.1 shall apply only to those goods listed by the Managing Contractor on a form which complies with Schedule 9, properly completed and submitted with the GCS Offer, or, in the

case of goods required by a Variation to the Contract, to those listed on a Schedule 9 submitted at the time of submission of the Managing Contractor's price for the Variation.

## 56. CONTRACT BONUSES

### 56.1. Contract Bonuses

56.1.1. If the Actual Construction Sum included in the Final Certificate is less than the Guaranteed Construction Sum adjusted in accordance with the Contract, the Managing Contractor shall be entitled to a bonus ("Construction Bonus") equal to the amount calculated by reference to the following formula:

If Guaranteed Construction Sum – Actual Construction Sum = $X (where X is a positive value) then the Managing Contractor shall receive:

Percentage, stated in the Annexure, of $X up to maximum of the amount equal to 2% of the Actual Construction Sum included in the Final Certificate.

56.1.2. If the Actual Construction Sum is anticipated to be less than the Guaranteed Construction Sum, the Principal may, in its absolute discretion, at any time allow for the early release of part of the anticipated Construction Bonus provided for in Clause 56.1.1. The anticipated Construction Bonus utilised for the purpose of this Clause 56.1.2 shall be considered interim only and shall be subject to a final calculation pursuant to Clause 56.1.1. Any payment pursuant to this Clause 56.1.2 shall be considered a payment on account, and any over-payment shall be recoverable by the Principal as a debt due and payable.

56.1.3. This Clause 56.1.3 shall only apply if stated in the Annexure.

(a) If the Date of Practical Completion is earlier than the Date for Practical Completion, the Principal shall pay the Managing Contractor the bonus amount stated in the Annexure for every day after the Date of Practical Completion to and including the Date for Practical Completion (the "early completion bonus").

(b) The total of the early completion bonus payable pursuant to this Clause 56.1.3 shall not exceed the limit stated in the Annexure.

(c) The Managing Contractor acknowledges and agrees that it is not entitled to Claim against the Principal for any failure to become entitled to all or any portion of the early completion bonus pursuant to this Clause 56.1.3.

## 57. CLAIMS, CERTIFICATES AND PAYMENTS

### 57.1. GOODS AND SERVICES TAX (GST) and PAY AS YOU GO (PAYG)

57.1.1. Terms defined by the GST Law and PAYG Law and used (without separate definition) in this Clause 57.1, shall have the meaning given to them by the GST Law or PAYG Law.

57.1.2. For the purposes of this Clause 57.1:

(a) "ABN" means Australian Business Number and has the meaning given to that term in A New Tax System (*Australian Business Number Act 1999* (Cth);

(b) "GST Law" has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

(c) "PAYG Law" means any Act dealing with or relating to the PAYG system referred to in Schedule 1 of the *Taxation Administration Act 1953* (Cth).

57.1.3. Where a party is obliged to provide consideration to another party for a taxable supply made under or in connection with the Contract:

(a) any amount which the Contract provides:

(i) is to be the amount of the consideration;

(ii) is to (or may) be used to calculate the amount of the consideration (and the amount of the consideration so calculated); or

(iii) is included (provisionally or otherwise) in the consideration;

shall be taken to include GST payable in connection with the taxable supply unless the amount is specifically stated to exclude GST;

(b) where, despite paragraph (a) of this Clause 57.1.3, any consideration to be provided for a taxable supply is exclusive of GST, the party providing the consideration must also pay the GST payable in respect of the taxable supply, when the consideration is provided; and

(c) no other provision of the Contract shall apply to give the Contractor any claim in connection with GST.

57.1.4. Where under or in connection with the Contract a party is required to pay an amount which is (or is to be calculated by reference to) any cost, expense, loss or other liability suffered or incurred by another party that amount shall be (or be calculated by reference to) the cost, expense, loss or other liability net of any input tax credits available to the other party or the representative member of its GST Group.

57.1.5. The Managing Contractor warrants to the Principal that:

(a) the Managing Contractor is registered for GST; and

(b) the Managing Contractor's ABN stated in the Contract (or otherwise notified by the Contractor to the Principal) is correct.

57.1.6. The Managing Contractor must notify the Principal immediately if it ceases to be registered for GST at any time.

57.1.7. Whenever the Managing Contractor does not have an ABN or the Principal becomes aware that the Managing Contractor's ABN notified to it is incorrect or the Principal otherwise reasonably considers itself bound by PAYG Law to do so, the Principal shall be entitled to withhold from any payment otherwise due to the Managing Contractor under or in connection with the Contract, amounts calculated and to be withheld in accordance with the PAYG Law.

57.1.8. Each time the Managing Contractor makes a claim for any payment under or in connection with the Contract, the Managing Contractor shall be taken to warrant to the Principal that it is an Australian resident for the purposes of the foreign resident withholding provisions in Subdivision 12-FB of the *Taxation Administration Act 1953* (Cth), except where the Managing Contractor has notified the Principal in writing that it is not an Australian resident before any claim for payment is made.

57.1.9. Except to the extent the Principal at any time gives to the Managing Contractor written notice that it does not intend issuing recipient created tax invoices for any taxable supplies to the Principal by the Managing Contractor under or in connection with the Contract:

(a) the Principal shall issue tax invoices and adjustment notes in respect of those supplies;

(b) the Managing Contractor shall not issue tax invoices or adjustment notes in respect of those supplies;

(c) the Principal acknowledges that it was registered for GST when it entered into the Contract and that it will notify the Managing Contractor if it ceases to be registered; and

(d) the Managing Contractor must notify the Principal immediately it becomes aware of an adjustment event occurring in respect of those supplies.

57.1.10. If the Principal gives a written notice that it does not intend issuing recipient created tax invoices for a taxable supply to the Principal by the Contractor under or in connection with the Contract:

(a) a party making a taxable supply the subject of the notice must issue to the other a tax invoice or adjustment note (as the case may require) within 5 business days after each of the following occurring in relation to that taxable supply:

(i) the party submitting a claim for payment;

(ii) the Principal's Representative certifying an amount for payment different to the amount claimed;

(iii) the amount for payment being otherwise determined to be different to the amount claimed or (if applicable) certified; and

(b) for the purposes of GST Law, upon the occurrence of each of the events specified in paragraph (a)(i), (ii) or (iii) of this Clause 57.1.10, the Principal shall be taken to have requested the Managing Contractor to provide to the Principal the tax invoice or adjustment note referred to in paragraph (a) of this Clause 57.1.10.

57.1.11. Until the Principal notifies the Managing Contractor otherwise, the Principal's Representative is authorised to provide to or receive from the Managing Contractor tax invoices or adjustment notes (as the case may be) on the Principal's behalf.

57.2. **Payment Claims**

57.2.1. Subject to the prior receipt by the Principal's Representative of the information required by Clause 58, the Managing Contractor shall deliver to the Principal's Representative payment claims:

(a) at the times for payment claims under the Contract stated in the Annexure;

(b) upon completion of Stage One;

(c) upon the issue of a Certificate of Practical Completion; and

(d) within the time prescribed by Clause 57.11.

57.2.2. The payment claim shall be supported by sufficiently detailed evidence of the amount claimed to be due to the Managing Contractor and such information as the Principal's Representative may reasonably require including but not limited to:

(a) evidence satisfactory to the Principal's Representative that the Managing Contractor has complied with Clause 58 so far as applicable and that all amounts included in previous payments to the Managing Contractor in respect of Consultants and Subcontractors and then due for payment have been paid or otherwise discharged; and

(b) certificates from Consultants (signed by a principal of each Consultant) and from Subcontractors certifying that the work comprised in the payment claim has been carried out in accordance with the consultancy agreements or Subcontracts as the case may be; and

(c) payment claims from Consultants for amounts which form part of the Consultants Fee.

57.2.3. If the time for any payment claim falls due on a day which is not a business day, the Managing Contractor shall submit the payment claim on the next business day following that date.

57.2.4. If the Managing Contractor submits a payment claim before the time for lodgement of that payment claim, such early lodgement shall not require the Principal's Representative to issue a payment certificate in respect of that payment claim earlier than would have been the case had the Managing Contractor submitted the payment claim in accordance with the Contract.

57.2.5. If the Managing Contractor fails to make a payment claim, the Principal's Representative may nevertheless issue a payment certificate.

57.2.6. The Managing Contractor shall be entitled to make a payment claim for the total of:

(a) the portion of the Actual Construction Sum representing the cost of Construction Work, excluding amounts determined by the Principal's Representative under Clause 21.5.2 to be for:

(i) The cost of rectifying non-complying or defective work;

(ii) a cost which has not been properly incurred in respect of Construction Work pursuant to this Contract; or

(iii) Subcontractor delay or disruption cost which have been otherwise paid pursuant to the Contract or are in respect of a breach of the Subcontract on the part of the Managing Contractor;

carried out on the Site to the date of the payment claim provided that the progressive total of that value shall not exceed the Guaranteed Construction Sum adjusted in accordance with the Contract;

(b) the portion of the Management Fee equal to the portion of each of the:

(i) Design Work;

(ii) Documentation Work; and

(iii) Construction Work;

carried out by the Managing Contractor to the date of the payment claim;

(c) the portion of the On Site Overheads Fee representing the cost of Construction Work carried out on the Site to the date of the payment claim, having regard to the commencement of Construction Work and the forecast time for Practical Completion as agreed with the Principal's Representative or failing agreement as determined by the Principal's Representative;

(d) the portion of the Consultants Fee representing the value of the work carried out by Consultants in accordance with the Contract in the performance of work under the Contract to the date of the payment claim;

(e) In respect of the Off Site Overheads and Profit Fee:

(i) during Stage One, the portion of the Off Site Overheads and Profit Fee for Stage One, having regard to the progress of Stage One, as agreed with the Principal's Representative or failing agreement as determined by the Principal's Representative; and

(ii) during Stage Two, and in relation to any Early Works directed by the Principal's Representative pursuant to Clause 17, the percentage contained in the Managing Contractor's Tender as the Off Site Overheads and Profit Fee for Stage Two multiplied by that portion of the Actual Construction Sum claimed pursuant to Clause 57.2.6(a);

(f) All other amounts due to the Managing Contractor arising under or out of the Contract.

57.2.7. In making a payment claim the Managing Contractor shall:

(a) not be entitled to make any claim for costs of:

(i) rectifying Developed Design or Subcontract Construction Documentation faults; or

(ii) defective or damaged work unless such costs have been caused by the Principal, the Principal's Representative, or the Principal's employees, consultants, other contractors or agents; and

(b) take account of Clause 57.7.

57.3. **Payment Certificates**

57.3.1. Within 10 business days of receipt of a payment claim, the Principal's Representative shall assess the payment claim and determine whether the Managing Contractor has satisfied the provisions of the Contract and issue a payment certificate or give reasons in writing for not issuing the certificate.

57.3.2. The Principal's Representative shall:

(a) assess the amount claimed by the Managing Contractor under Clause 57.2; and

(b) issue a payment certificate as its assessment of the amount claimed after adjustment for:

(i) liquidated damages due to the Principal;

(ii) delay or disruption costs due to the Managing Contractor pursuant to Clause 50 to the date of the payment certificate;

(iii) payments already made;

(iv) retention moneys; and

(v) all other adjustments which may be required to be made pursuant to the provisions of the Contract.

57.4. **Payment**

57.4.1. The Principal shall pay to the Managing Contractor or the Managing Contractor shall pay to the Principal as the case may be, either:

(a) the amount shown in a payment certificate; or

(b) if no payment certificate has been issued the amount of the Managing Contractor's payment claim.

57.4.2. In making any payment, the Principal shall be entitled to deduct any sum under Clause 57.14.

57.4.3. The Principal shall make payment to the Managing Contractor or the Managing Contractor shall make payment to the Principal:

(a) within:

(i) 15 business days after receipt by the Principal's Representative of a payment claim; or

(ii) 5 business days after issue by the Principal's Representative of a payment certificate; and

(b) within 5 business days after the issue of a Final Certificate.

57.5. **Amount Properly Due**

57.5.1. A payment made pursuant to this Clause 57 shall not prejudice the right of either party to dispute under Clause 62 whether or not the amount so paid is the amount properly due. On determination (whether under Clause 62 or as otherwise agreed) of the amount so properly due, the Principal or the Managing Contractor, as the case may be, shall be liable to pay the difference between the amount of such payment and the amount so properly due.

57.5.2. Payment of moneys shall not be evidence of the value of work or an admission of liability or evidence that work has been executed satisfactorily but shall be a payment on account only, except as provided under Clause 57.12. Nothing in this Contract shall oblige the Principal to pay for work that is not in accordance with the Contract.

57.6. **Audit of Actual Construction Sum**

The Principal may at any time prior to the issue of the Final Certificate, undertake an audit in respect of all matters pertaining to the Actual Construction Sum including (without limitation) the value of Subcontracts comprising the Actual Construction Sum and the Managing Contractor shall comply in all respects with any request for information and further information which the Principal may make.

57.7. **Unfixed Plant and Material**

The Principal shall not be obliged to pay for plant or materials intended for incorporation in the Works but not yet incorporated unless:

(a) the item is listed in a list to be provided by the Managing Contractor with the GCS Offer or the item is listed in the Annexure or is such that, in the opinion of the Principal's Representative, an early payment is reasonable;

(b) the Managing Contractor provides additional security pursuant to Clause 9.8; and

(c) the Managing Contractor establishes to the satisfaction of the Principal's Representative that:

(i) the payment claimed is not in excess of any amount paid by the Managing Contractor in respect of the unfixed plant and materials; and

(ii) the item is:

(A) properly stored and labelled the property of the Principal;

(B) is adequately protected; and

(C) landed in Australia.

57.8. **Provisional Sums**

57.8.1. A Provisional Sum included in the Contract shall not itself be payable to the Managing Contractor by the Principal.

57.8.2. Where at the direction of the Principal's Representative the work or item to which the Provisional Sum relates is performed or supplied by:

(a) the Managing Contractor, the work or item shall be valued under Clause 53.4; and

(b) a Subcontractor to the Managing Contractor, the Principal shall pay the Managing Contractor the total of the amount payable by the Managing Contractor to the Subcontractor for the work or item. This amount is to be taken to be the net cost to the Managing Contractor disregarding any addition of charges for late payment and disregarding any damages payable by the Managing Contractor to the Subcontractor or vice versa.

57.8.3. The Management Fee, On Site Overheads Fee, Off Site Overheads and Profit Fee and Consultants Fee shall include for work under the Contract the subject of Provisional Sums.

57.8.4. The Guaranteed Construction Sum includes all Provisional Sums included in the Contract. The Guaranteed Construction Sum shall be adjusted so as to include only the amount calculated pursuant to Clause 57.8.2 and that amount shall be included in the Actual Construction Sum.

57.9. **Certificate of Practical Completion**

57.9.1. The Managing Contractor shall give the Principal's Representative at least 10 business days' notice of the date upon which the Managing Contractor anticipates that Practical Completion will be reached.

57.9.2. When the Managing Contractor is of the opinion that Practical Completion has been reached, the Managing Contractor shall in writing request the Principal's Representative to issue a Certificate of Practical Completion. Within 10 business days of the receipt of the request, the Principal's Representative shall give to the Managing Contractor and to the Principal a Certificate of Practical Completion certifying the Date of Practical Completion or give the reasons in writing for not issuing the Certificate of Practical Completion.

57.9.3. Where the Principal's Representative has given reasons for not issuing a Certificate of Practical Completion the Managing Contractor shall proceed to complete the work under the Contract and give the Principal's Representative at least 3 days' notice of the date upon which the Managing Contractor anticipates that Practical Completion will be reached.

57.9.4. When the Principal's Representative is of the opinion that Practical Completion has been reached, the Principal's Representative may issue a Certificate of Practical Completion, whether or not the Managing Contractor has made a request for its issue.

57.10. **Effect of Certificates**

57.10.1. The issue of a payment certificate or a Certificate of Practical Completion shall not constitute approval of any work or other matter nor shall it prejudice any claim by the Principal or the Managing Contractor.

57.10.2. At any time and from time to time, the Principal's Representative may by a further certificate correct any error which has been discovered in any previous certificate, other than a Certificate of Practical Completion or Final Certificate.

57.11. **Final Payment Claim**

57.11.1. Within 28 days after the expiry of the Defects Liability Period, or where there is more than one, the expiry of the last to expire, the Managing Contractor shall provide the Principal's Representative with a final payment claim and endorse it 'Final Payment Claim'. Such Final Payment Claim shall include any Notice or Notices of Claim pursuant to Clause 61.3.1(b).

57.11.2. After the expiration of the period for lodging a Final Payment Claim, any Claim:

(a) which the Managing Contractor could have made against the Principal and has not been made; or

(b) for which the Managing Contractor has not given to the Principal's Representative a Notice of Claim;

shall be barred absolutely.

57.12. **Final Certificate**

57.12.1. If the Managing Contractor has not notified a Claim or Claims in accordance with Clause 61, then within 10 business days of receipt of the Managing Contractor's Final Payment Claim or, where the Managing Contractor fails to provide such Final Payment Claim, the expiration of the period specified in Clause 57.11 for the lodgement of the Final Payment Claim by the Managing Contractor, the Principal's Representative shall issue to the Managing Contractor and to the Principal a final certificate endorsed 'Final Certificate' or give the Managing Contractor in writing the reasons for not issuing the certificate.

57.12.2. In the Final Certificate the Principal's Representative shall certify the amount which, in the Principal's Representative's opinion, is finally due from the Principal to the Managing Contractor or from the Managing Contractor to the Principal arising out of the Contract or any alleged breach thereof.

57.12.3. In such Final Certificate the Principal's Representative shall also set out:

(a) amounts paid under the Contract and amounts otherwise due from the Principal to the Managing Contractor and/or due from the Managing Contractor to the Principal arising out of or in connection with the Contract including but not limited to any amount due or to be credited under any provision of the Contract;

(b) the Guaranteed Construction Sum adjusted as necessary according to the terms and conditions of the Contract;

(c) the amount of any bonus payable under Clause 56.1; and

(d) the total value of all previous certificates, claims and securities issued pursuant to the Contract.

57.12.4. If the Managing Contractor has given the Principal a Notice or Notices of Claim in accordance with Clause 61:

(a) within 3 months of receipt of the Managing Contractor's Final Payment Claim the Principal's Representative and the Managing Contractor shall endeavour to agree the Claim or Claims notified in accordance with Clause 61;

(b) at the end of 3 months of receipt of the Managing Contractor's Final Payment Claim:

(i) if the Claim or Claims have been agreed, issue to the Managing Contractor and to the Principal a final certificate endorsed "Final Certificate" and the provisions of Clause 57.14 shall apply;

(ii) if the Claim or Claims have not been agreed in whole or in part, the Principal's Representative shall issue a further certificate for any Claim or Claims agreed to which the provisions of Clause 57 shall apply. The failure to agree a Claim or Claims shall entitle the Managing Contractor to dispute the Claim or Claims which have not been agreed and the provisions of Clause 62 shall apply.

57.12.5. Unless either party, either before the Final Certificate has been issued or not later than 21 days after the issue thereof, serves a notice of dispute under Clause 62, the Final Certificate shall be evidence that the

Works have been completed in accordance with the terms of the Contract and that any necessary effect has been given to all the terms of the Contract, except in the case of:

(a) fraud, dishonesty or fraudulent concealment relating to the work under the Contract or any part thereof or to any matter dealt with in the said Certificate;

(b) any defect (including omission) in the Works or any part thereof which was not apparent at the end of the Defects Liability Period, or which would not have been disclosed upon reasonable inspection at the time of the issue of the Final Certificate; or

(c) any accidental or erroneous inclusion or exclusion of any work, plant, materials or figures in any computation or any arithmetical error in any computation; and

(d) security provided pursuant to Clause 9.

57.13. **Interest on Overdue Payments**

If any moneys due to either party remain unpaid after the date upon which or the expiration of the period within which they should have been paid, then interest shall be due thereon from but excluding the date upon which or the expiration of the period within which they should have been paid to and including the date upon which the moneys are paid. The rate of interest shall be 12% per annum or such higher amount as may be required by statute. Interest shall be compounded at six monthly intervals.

57.14. **General right of set off by the Principal**

57.14.1. Without limiting the Principal's rights under any other provision in the Contract and notwithstanding the provisions of or the issue of a certificate by the Principal's Representative under Clause 57, the Principal may deduct from any moneys due to the Managing Contractor any sum which is payable by the Managing Contractor to the Principal or the State of Queensland ('State') whether or not the right to payment of the Principal or the State arises by way of damages, debt restitution or otherwise and whether or not the factual basis giving rise to the right to payment arises out of this Contract, any other contract, or is independent of any Contract.

57.14.2. If the moneys payable to the Managing Contractor are insufficient to discharge the liability of the Managing Contractor to pay such sum to the Principal or the State, the Principal may have recourse to:

(a) retention moneys and any security provided in lieu of retention moneys under Clause 9.7, and if they are insufficient;

(b) security provided under Clause 9.2 of the Contract.

57.14.3. Where the Principal exercises a right under this Clause 57.14 in respect of an amount payable to the State of Queensland, the Principal must account to the State of Queensland for any amount received by the Principal pursuant to the exercise of that right.

57.14.4. Nothing in this Clause 57.14 shall affect the right of the Principal to recover from the Managing Contractor the whole of such moneys or any balance that remains owing.

## 58. PAYMENT OF WORKERS AND SUBCONTRACTORS

58.1. **Payment direct to worker or Subcontractor**

At the request of the Managing Contractor and out of moneys due to the Managing Contractor the Principal may on behalf of the Managing Contractor make payment directly to a worker or Subcontractor.

58.2. **Statutory Declaration**

Prior to the making a payment claim:

(a) the Managing Contractor must deliver to the Principal a statutory declaration, in the form in Schedule 7, by a representative of the Managing Contractor who is in a position to know the facts attested to that:

(i) all Subcontractors of the Managing Contractor have been paid all that is due and payable to such Subcontractors up to the date of submission by the Managing Contractor of a progress claim in respect of the work under the Contract;

(ii) all Consultants of the Managing Contractor have been paid all that is due and payable to such Consultants up to the date of submission by the Managing Contractor of a progress claim in respect of the work under the Contract;

(iii) all the Managing Contractor's workers who at any time have been engaged on work under the Contract by the Managing Contractor have been paid, in accordance with the ~~relevant award or industrial instrument~~Managing Contractor's obligations in relation to the Minimum Conditions, all moneys due to them up to the date of submission by the Managing Contractor of a progress claim, in respect of their engagement on the work under the Contract;

(iv) any sub subcontractors performing work under the Contract have been approved by the Principal's Representative in accordance with Clause 21.2.23;

(v) the Site Personnel Register maintained in accordance with Clause 41.6 is current and correct;

(vi) the Managing Contractor has taken reasonable steps to ensure that all Subcontractors and any sub subcontractors performing work under the Contract are aware of the existence of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld) by providing them with the information set out in Schedule 18~~17~~; and

the Managing Contractor has fulfilled or complied with any commitments made in its tender for the work under the Contract relating to the local benefits test contained in the Queensland Procurement Policy and the Best Practice Principles, including the Minimum Conditions, and, if requested in writing, reasonable supporting documentary evidence thereof; and

(b) if previously requested by the Principal's Representative, the Managing Contractor must deliver a statutory declaration, in the form in Schedule 7, by any Subcontractor, or where the Subcontractor is a corporation, by a representative of the Subcontractor who is in a position to know the facts attested to that:

(i) all workers who have been engaged by a Subcontractor of the Managing Contractor have been paid in accordance with the ~~relevant award or industrial instrument~~Subcontractor's obligations in relation to the Minimum Conditions all moneys due and payable to them up to the date of submission by the Managing Contractor of a progress claim in respect of their engagement on the work under the Contract;

(ii) all subcontractors of the Subcontractor have been paid all that is due and payable to such subcontractors up to the date of submission by the Managing Contractor of a progress claim in respect of the work under the Contract; and

(iii) the Subcontractor has fulfilled or complied with any commitments made in its tender for the Subcontract works relating to the local benefits test contained in the Queensland Procurement Policy and the Best Practice Principles, including the Minimum Conditions;

and, if requested in writing, reasonable supporting documentary evidence thereof.

58.3. **Details of Payments**

The Managing Contractor acknowledges that the Principal may release to a Subcontractor details of payments in percentage terms made by the Principal to the Managing Contractor in respect of the Subcontract to which the Subcontractor is a party unless the Managing Contractor shows reasonable grounds why such details should not be released or satisfies the Principal that all payments due to the Subcontractor by the Managing Contractor have been paid.

58.4. **Court Order**

If a worker, Subcontractor or subcontractor of a Subcontractor obtains a court order in respect of any moneys unpaid to the worker, Subcontractor or subcontractor of a Subcontractor the subject of a statutory

declaration under Clause 58.2 and, produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may pay the amount of the order, and costs included in the order, to the worker, Subcontractor or subcontractor of a Subcontractor and the amount paid shall be a debt due from the Managing Contractor to the Principal.

## 59. DEFAULT OR INSOLVENCY

### 59.1. Preservation of Other Rights

If a party breaches or repudiates the Contract, nothing in this Clause 59 shall prejudice the right of the other party to recover damages or exercise any other right.

### 59.2. Default by the Managing Contractor

59.2.1. If the Managing Contractor commits a substantial breach of Contract the Principal may give the Managing Contractor a written notice to show cause.

59.2.2. Substantial breaches include but are not limited to:

(a) failing to comply with or breaching, in any respect, the requirements of Clause 6;

(b) failing to comply with Clause 9;

(c) failing to do those things which the Managing Contractor warranted it would do or has done in accordance with the terms of the Contract including but not limited to the warranties pursuant to Clause 12;

(d) failing to produce the Developed Design in accordance with Clause 14;

(e) failing to engage the Consultants in accordance with Clause 18.1;

(f) failing to comply in any respect with the requirements of Clause 21.2;

(g) failing to comply in any respect with the requirements of Clause 26.2;

(h) failing to provide evidence of insurance in accordance with Clause 34.1;

(i) failing to comply in any respect with the requirements of Clause 41.4;

(j) failing to comply in any respect with the requirements of Clause 41.5;

(k) failing to comply in any respect with the requirements of Clause 41.6;

(l) failing to comply in any respect with the requirements of Clause 41.7;

(m) failing to use the materials or standards of workmanship in accordance with Clause 42;

(n) failing to comply with a direction of the Principal's Representative in accordance with Clause 42.3;

(o) failing to proceed with the work under the Contract with due expedition and without delay in accordance with Clause 46.1;

(p) failing to suspend the work under the Contract in accordance with Clause 48.1;

(q) failing to comply with any requirement or request made in accordance with Clause 58;

(r) providing a statutory declaration pursuant to Clause 58 which is false, misleading or deceptive in any respect; and

(s) committing an act of insolvency as defined by Clause 59.11.

### 59.3. Requirements of a Notice by the Principal to Show Cause

A notice given under Clause 59.2 shall:

(a) state that it is a notice under Clause 59 of the Contract;

(b) specify the alleged substantial breach;

(c) require the Managing Contractor to show cause in writing why the Principal should not exercise a right referred to in Clause 59.4;

(d) specify the time and date by which the Managing Contractor must show cause; and

(e) specify the place at which cause must be shown.

59.4. **Rights of the Principal**

59.4.1. If, by the time specified in a notice given under Clause 59.2, the Managing Contractor fails to show reasonable cause why the Principal should not exercise a right referred to in this Clause 59.4, the Principal may by notice in writing to the Managing Contractor:

(a) take out of the hands of the Managing Contractor the whole or part of the work remaining to be completed; or

(b) terminate the Contract.

59.4.2. Notwithstanding any other provision of this Contract, upon giving a notice under Clause 59.2:

(a) the Managing Contractor is not entitled to make a claim for payment; and

(b) the Principal may suspend payments to the Managing Contractor;

until the earlier of:

(i) the date upon which the Managing Contractor shows reasonable cause;

(ii) the date upon which the Principal takes action under Clause 59.4.1; or

(iii) the date which is 7 days after the last day for showing cause in the notice given under Clause 59.2.

59.4.3. If the Managing Contractor by notice in writing advises the Principal that the Managing Contractor is unable or unwilling to complete performance of the Contract, the Principal may forthwith exercise the rights under Clause 59.4.1.

59.4.4. If the Principal exercises the right under Clause 59.4.1(a), the Managing Contractor shall not be entitled to any further payment in respect of the work taken out of the hands of the Managing Contractor unless a payment becomes due to the Managing Contractor under Clause 59.6.

59.5. **Procedure when the Principal Takes Over Work**

59.5.1. If the Principal takes work out of the hands of the Managing Contractor under Clause 59.4.1(a), the Principal shall complete that work and the Principal may without payment of compensation:

(a) take possession of such of the constructional plant and other things on or in the vicinity of the Site or on or in the vicinity of any land in addition to the Site procured by the Managing Contractor pursuant to Clause 39.6 as are owned by the Managing Contractor and are reasonably required by the Principal to facilitate completion of the work;

(b) take possession of the documents, information, materials and the like produced by the Managing Contractor, which are reasonably required by the Principal to facilitate completion of the work; and

(c) take an assignment of the Managing Contractor's rights and benefits under Subcontracts including all warranties and guarantees in connection therewith.

59.5.2. If the Principal takes possession of constructional plant, or other things, the Principal shall maintain them and, subject to Clause 59.6, on completion of the work, the Principal shall return to the Managing Contractor the constructional plant and any things taken under this Clause 59.5 which are surplus.

59.5.3. The Managing Contractor agrees to:

(a) execute all documents and do all things necessary (including giving all necessary notices to Subcontractors and third parties) to allow the Principal to exercise its rights under this Clause 59.5; and

(a) appoint the Principal as its agent for this purpose which appointment shall not be revoked at any time prior to issuance of the Final Certificate.

59.6. **Adjustment on Completion of the Work Taken Out of the Hands of the Managing Contractor**

59.6.1. The Principal's Representative shall ascertain the cost incurred by the Principal in completing the work completed under Clause 59.5 and the amount of any damages sustained by the Principal for delay in completion and shall issue a certificate pursuant to this Clause 59.6 to the Principal and the Managing Contractor certifying:

(a) the amount of that cost and damages, and setting out the calculations employed to arrive at that cost and damages;

(b) the amount which would otherwise have been paid to the Managing Contractor if the work had been completed by the Managing Contractor; and

(c) the difference.

59.6.2. If the cost and damages incurred by the Principal are greater than the amount which would have been paid to the Managing Contractor if the work had been completed by the Managing Contractor, the difference shall be a debt due from the Managing Contractor to the Principal.

59.6.3. If the cost and damages incurred by the Principal are less than the amount that would have been paid to the Managing Contractor if the work had been completed by the Managing Contractor, the difference shall be a debt due to the Managing Contractor from the Principal.

59.6.4. If the Managing Contractor is indebted to the Principal, the Principal may retain constructional plant or other things taken under Clause 59.5 until the debt is satisfied. If after reasonable notice, the Managing Contractor fails to pay the debt, the Principal may sell the constructional plant or other things and apply the proceeds to the satisfaction of the debt and the costs of sale. Any excess shall be paid to the Managing Contractor.

59.7. **Default of the Principal**

59.7.1. If the Principal commits a substantial breach of Contract and the Managing Contractor considers that damages may not be an adequate remedy, the Managing Contractor may give the Principal a written notice to show cause.

59.7.2. Substantial breaches include but are not limited to:

(a) failing to give the Managing Contractor possession of the Site or sufficient of the Site to enable the Managing Contractor to commence the work under the Contract but only if the failure continues for longer than the period stated in the Annexure;

(b) failing to make a payment payable under the Contract; and

(c) failure by the Principal's Representative either to issue a Certificate of Practical Completion or give the Managing Contractor the reasons in writing for not issuing that Certificate within 14 days of receipt of a request by the Managing Contractor to issue that Certificate, in breach of Clause 57.9.

59.8. **Requirements of a Notice by the Managing Contractor to Show Cause**

A notice given under Clause 59.7 shall:

(a) state that it is a notice under Clause 59 of the Contract;

(b) specify the alleged substantial breach;

(c) require the Principal to show cause in writing why the Managing Contractor should not exercise a right referred to in Clause 59.9;

(d) specify the time and date by which the Principal must show cause; and

(e) specify the place at which cause must be shown.

59.9. **Rights of the Managing Contractor**

59.9.1. If by the time specified in a notice given under Clause 59.7, the Principal fails to show reasonable cause why the Managing Contractor should not exercise a right referred to in this Clause 59.9, the Managing Contractor may by notice in writing to the Principal suspend the whole or any part of the work under the Contract.

59.9.2. The Managing Contractor shall lift the suspension if the Principal remedies the breach within 28 days of the date of suspension under this Clause 59.9. If:

(a) within 28 days of the date of suspension the Principal fails to remedy the breach; or

(b) the breach is not capable of remedy and the Principal fails to make other arrangements to the reasonable satisfaction of the Managing Contractor;

then the Managing Contractor may by notice in writing to the Principal terminate the Contract.

59.9.3. The Managing Contractor shall be entitled to recover from the Principal any damages incurred by the Managing Contractor by reason of the suspension.

59.10. **Rights of the Parties on Termination**

59.10.1. If the Contract is terminated pursuant to Clause 59.4.1 or Clause 59.9, the rights and liabilities of the parties shall be the same as they would have been at common law had the defaulting party repudiated the Contract and the other party elected to treat the Contract as at an end and recover damages.

59.10.2. The Principal may also, without payment of compensation, take possession of drawings, specifications and other information, samples, models, patterns and the like created for the construction of the Works and take an assignment of Subcontracts and consultancy agreements.

59.11. **Insolvency**

59.11.1. If:

(a) the Managing Contractor informs another party in writing or creditors generally that the Managing Contractor is insolvent or is financially unable to proceed with the Contract;

(b) execution is levied against the Managing Contractor by a creditor;

(c) the Managing Contractor, being an individual person, or a partnership including an individual person and that person:

(i) commits an act of bankruptcy;

(ii) has a bankruptcy petition presented against him or her or presents his or her own petition;

(iii) presents a debtor's petition or a declaration of an intention to present a debtor's petition to the Official Receiver;

(iv) is made bankrupt;

(v) under part IX of the *Bankruptcy Act 1966* (Cth):

(A) makes a written proposal for a debt agreement; and

(B) the proposal becomes a debt agreement; or

(vi) makes a proposal for a deed of assignment, deed of arrangement or a composition; or

(vii) under Part X of the *Bankruptcy Act 1966* (Cth):

(A) has a deed of assignment or deed of arrangement made;

(B) accepts a composition;

(C) is required to present a debtor's petition; or

(D) has a sequestration order made; or

(d) the Managing Contractor, being a corporation and if:

(i) a notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;

(ii) the Managing Contractor enters a deed of company arrangement with creditors;

(iii) a controller or administrator is appointed;

(iv) a meeting of creditors is called with a view to:

(A) entering a scheme of arrangement or composition with creditors; or

(B) appointing a controller or administrator;

(v) a receiver of the property or part of the property of the Managing Contractor is appointed;

(vi) the Managing Contractor takes or commences or has taken, commenced or instituted against it any process, action or proceeding whether voluntary or compulsory which has an object or may result in the winding up of the company, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation, or a controller or administrator is appointed or enters into a compromise or other arrangement with its creditors or a receiver or receiver and manager is appointed to carry on the Managing Contractor's business for the benefit of creditors or any of them;

(vii) a winding up order is made; or

(viii) execution is levied by creditors, debenture holders or trustees or under a floating charge;

then the Principal may, without giving a notice to show cause, exercise the rights under Clause 59.4.1.

59.11.2. The rights given by this Clause 59.11 are in addition to any other rights and may be exercised notwithstanding that there has been no breach of Contract.

59.12. **Stay on Rights**

The rights given by this Clause 59.11 are subject to any restrictions on their enforcement under Part 5.1, Part 5.2, or Division 17 of Part 5.3A *Corporations Act 2001* (Cth).

## 60. TERMINATION

60.1. **Termination by Frustration**

60.1.1. If under the law governing the Contract, the Contract is frustrated, the Principal shall (subject to the Principal's rights under or in connection with the Contract including to withhold or set off payments and recover damages, and subject to any other legal rights or obligations of the Principal):

(a) pay the Managing Contractor:

(i) the amount due to the Managing Contractor shown in any unpaid payment certificate;

(ii) for work executed prior to the date of frustration, the amount which would have been due if the Contract had not been frustrated and the Managing Contractor had been entitled to and had made a payment claim on the date of frustration;

(iii) the cost of materials and equipment which:

(A) were required to be ordered by the Managing Contractor to comply with Clause 46;

(B) the Managing Contractor is liable to accept; and

(C) become the property of the Principal upon payment;

(iv) costs reasonably incurred by the Managing Contractor in the expectation of completing the whole of the work under the Contract and not included in any payment by the Principal;

(v) the reasonable cost of removal of Temporary Works and constructional plant; and

(vi) the reasonable cost of return to their place of recruitment of the Managing Contractor's employees engaged in the work under the Contract at the date of frustration;

provided that and notwithstanding all other provisions of the Contract the payment of the On Site Overheads Fee shall be reduced to such extra costs as are necessarily incurred by the Managing Contractor; and

(b) release security and retention moneys.

60.1.2. The Principal may also take possession of drawings, specifications and other information, samples, models, patterns and the like created in relation to the Contract.

60.2. **Principal's Rights of Termination**

60.2.1. In addition to any other right available to the Principal to terminate the Contract, the Principal may, at any time at its sole discretion and without obligation to act reasonably, by written notice to the Managing Contractor terminate the Contract.

60.2.2. Upon receipt of the Principal's written notice of termination in accordance with Clause 60.2, the Managing Contractor shall immediately cease the work under the Contract and comply with any directions by the Principal's Representative including, but without limitation, any directions to:

(a) protect property in the possession of the Managing Contractor in which the Principal has or may acquire an interest;

(b) demobilise from the Site persons, construction or plant, vehicles, equipment and other things;

(c) assign to the Principal all rights and benefits under contracts with third parties (including Subcontractors and Consultants);

(d) provide the Principal with possession of all plant and equipment, materials and other things on and off the Site, which are required for the work under the Contract or for incorporation in the Works; and

(e) deliver to the Principal all documentation and other information prepared or created by the Managing Contractor in connection with the work under the Contract (including but not limited to the Developed Design).

60.2.3. Where the Principal terminates the Contract pursuant to Clause 60.2, the Principal may have the remaining work under the Contract not completed by the Managing Contractor prior to termination of the Contract carried out by others.

60.2.4. Within 14 days after the issue of the notice of termination in accordance with this Clause 60.2 the Principal shall (subject to the Principal's rights under or in connection with the Contract including to withhold or set off payments and recover damages, and subject to any other legal rights or obligations of the Principal):

(a) pay the Managing Contractor:

(i) the amount due to the Managing Contractor shown in any unpaid payment certificate;

(ii) for work executed prior to the date of the notice of termination, the amount which would have been due if the Contract had not been terminated and the Managing Contractor had been entitled to and had made a payment claim on the date of the notice of termination;

(iii) the cost of materials and equipment which:

(A) were required to be ordered by the Managing Contractor to comply with Clause 46;

(B) the Managing Contractor is liable to accept; and

(C) become the property of the Principal upon payment;

(iv) costs necessarily incurred by the Managing Contractor in the expectation of completing the whole of the work under the Contract and not included in any payment by the Principal;

(v) the reasonable cost of removal of Temporary Works and constructional plant; and

(vi) the reasonable cost of return to their place of recruitment of the Managing Contractor's employees engaged in the work under the Contract at the date of frustration;

provided that, and notwithstanding all other provisions of the Contract, the payment of the On Site Overheads Fee shall be reduced to such extra costs as are necessarily incurred by the Managing Contractor; and

(b) release any security and retention moneys.

60.2.5. The Principal may also take possession of drawings, specifications and other information, samples, models, patterns and the like created in relation to the Contract.

60.2.6. The Principal shall not otherwise be liable to the Managing Contractor for any cost, loss, expense or damage incurred by the Managing Contractor under or in connection with the Contract or its termination, including without limitation compensation for loss of profits.

## 61. NOTIFICATION OF CLAIMS

61.1. **Notice of Intention to Claim**

61.1.1. The Managing Contractor shall give to the Principal's Representative a Notice of Intention to Claim as soon as practicable after the Managing Contractor becomes aware of any breach, act, omission, direction, approval or circumstance which may entitle the Managing Contractor to Claim.

61.1.2. The Notice of Intention to Claim shall detail the general basis and quantum of the Claim.

61.1.3. This Clause 61.1 shall not apply to any Claim which is required to be notified by another provision of the Contract.

61.2. **Liability for Failure to Give Notice of Intention to Claim**

The failure of the Managing Contractor to comply with the provisions of Clause 61.1 or to notify the Principal's Representative in accordance with the relevant provision of the Contract shall:

(a) entitle the Principal to damages from the Managing Contractor for breach of Contract. Such damages shall be assessed by the Principal's Representative and included in a certificate pursuant to Clause 57;

(b) neither bar nor invalidate the Claim; and

(c) disentitle the Managing Contractor to interest pursuant to Clause 57.13 in respect of the Claim.

61.3. **Notice of Claim**

61.3.1. If a Claim is based on a breach, act, omission, direction, approval or circumstance:

(a) which occurs, is given or commences prior to the Date of Practical Completion, then the Managing Contractor shall give to the Principal's Representative the Notice of Claim not later than 60 days after the Date of Practical Completion;

(b) which occurs, is given or commences on or after the Date of Practical Completion, then the Managing Contractor shall give to the Principal's Representative the Notice of Claim not later than 60 days after the Managing Contractor becomes aware of the breach, act, omission, direction, approval or circumstance. However, such Notice of Claim shall not be given to the Principal's Representative after the date for lodgement of the Final Payment Claim pursuant to Clause 57.11.

61.3.2. A Notice of Claim shall include particulars of:

(a) the breach, act, omission, direction, approval or circumstances on which the Claim is based;

(b) the provision of the Contract or other basis for the Claim; and

(c) the quantum of the Claim.

61.3.3. This Clause 61.3 shall not apply to any Claim which is required to be notified by another provision of the Contract.

61.4. **Liability for Failure to Give Notice of Claim**

The Principal shall not be liable upon any Claim by the Managing Contractor in respect of or arising out of the Contract unless the Managing Contractor complies with the provisions of Clause 61.3 or notifies the Principal's Representative in accordance with the relevant provision of the Contract.

## 62. DISPUTE RESOLUTION

62.1. **Notice of Dispute**

62.1.1. If a dispute or difference (hereafter called a 'dispute') between the Managing Contractor and the Principal (hereafter called individually "a party" and collectively "the parties") arises in connection with the Contract or the subject matter thereof, then a party shall deliver by hand or send by certified mail to the other party and to the Principal's Representative a notice of dispute in writing adequately identifying and providing details of the dispute.

62.1.2. Notwithstanding the existence of a dispute, the Principal and the Managing Contractor shall continue to perform the Contract and, subject to Clause 59, the Managing Contractor shall continue with the work under the Contract and the Principal and the Managing Contractor shall continue to comply with Clauses 57.2 and 57.4.

62.2. **Further Steps Required Before Expert Determination**

Within 14 days after the service of a notice of dispute, the parties shall confer at least once to attempt to resolve the dispute or to agree on methods of resolving the dispute by other means. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute.

62.3. **Expert Determination Notice**

62.3.1. If the dispute has not been resolved within 21 days of service of the notice of dispute, or such other time as may be mutually agreed by the Chief Executives of the Principal and the Managing Contractor prior to the expiry of 21 days of the service of the notice of dispute, either party shall be able to refer the dispute to expert determination by giving a notice in writing to the other party and to the Principal's Representative which complies with the requirements of Clause 62.4.

62.3.2. The party that gives a notice under this Clause 62.3 shall hereafter be referred to as "the dissatisfied party".

62.4. **Requirements of Expert Determination Notice**

The notice in writing given by the dissatisfied party pursuant to Clause 62.3 shall:

(a) be in writing and specify that it is a notice given under Clause 62.3;

(b) identify the clause of the Contract (if any) under which the dispute or difference has arisen; and

(c) be accompanied with adequate particulars and any relevant written material which identifies the matters the subject of the dispute or difference.

62.5. **Notification to Expert**

After receiving the notice under Clause 62.3, the Chief Executives of the Principal and the Managing Contractor shall inform the Expert specified in the Annexure, or in default of such specification the appointee of the Chairperson for the time being of the Board of the Queensland Building and Construction Commission, of the existence of the relevant dispute. The Principal's Representative shall then promptly dispatch to the Expert the Expert Determination Notice provided by the dissatisfied party pursuant to Clause 62.3 to the Expert.

62.5.1. The parties must execute and provide to the Expert a release in favour of the Expert, releasing the Expert from all liability to which the Expert may otherwise be subject in making a decision upon the dispute or difference under this Clause 62 other than any liability arising from fraud of the Expert.

62.5.2. Neither party shall have any contact with the Expert except for the purpose of agreeing administrative details with regard to the time and location of the meeting referred to in Clause 62.6.

62.6. **Meeting with Expert**

As soon as practicable after the receipt by the Expert of the Expert Determination Notice under Clause 62.5 the parties shall meet with the Expert to agree the procedure to be adopted in resolving the dispute or difference, and failing agreement the procedure shall be determined by the Expert.

62.7. **Powers of Expert**

The Expert shall have the power:

(a) to open up, review and revise any direction of the Principal's Representative which has been referred to the Expert as if no such direction had been given and substitute the exercise of the Expert's discretion for that of the Principal's Representative;

(b) to proceed to the resolution of the dispute or difference in such manner and subject to such rules as the Expert and the parties agree or failing agreement as the Expert in the Expert's absolute discretion determines is suitable for the nature of the dispute or difference and the Expert shall not be bound by rules of evidence;

(c) to engage and consult with any advisors, legal or technical, as the Expert may see fit; and

(d) to seek further information from either party.

62.8. **Expert to Give Decision**

The parties shall require the Expert to notify the parties in writing of the Expert's decision and to give reasons for that decision within seven (7) days after the conclusion of the dispute resolution procedure determined under Clause 62.6 and in any event within 28 days after the receipt by the Expert of the Expert Determination Notice under Clause 62.3.

62.9. **Expert not Arbitrator**

In making the Expert's decision the Expert shall act as an expert and not as an Arbitrator. The parties shall pay the Expert's costs (including the costs of engaging any consulting advisors pursuant to Clause 62.7(c)) equally.

62.10. **Litigation**

Compliance with Clauses 62.1 to 62.9 as appropriate shall be a binding preliminary to the commencement of litigation by the Principal or the Managing Contractor provided that nothing shall prejudice the right of a

party to institute proceedings to enforce payment due under Clause 57 or to seek urgent injunctive or declaratory relief in respect of any matter arising under the Contract.

## 63. WAIVER OF CONDITIONS

Except as provided at law or in equity or elsewhere in the Contract, none of the terms of the Contract shall be varied, waived, discharged or released, except with the prior consent in writing in each instance of the party against whom a waiver, discharge or release is claimed.

## 64. RECORDS AND ACCESS TO RECORDS

64.1 The Managing Contractor shall make and keep and shall ensure that every Subcontractor makes and keeps accurate and complete records of:

(a) its tender, including without limitation the preparation and submission of that tender;

(b) tenders received by it, whether accepted or not;

(c) the execution and completion of the work under the Contract or of the work under the Subcontract; and

(d) compliance with commitments made in its tender relating to the local benefits test contained in the Queensland Procurement Policy or, where the Annexure indicates Best Practice Principles are applicable, the Best Practice Principles, including the Minimum Conditions.

64.2 The records referred to in Clause 64.1 shall include records that are required to be created or provided, or that are otherwise referred to, under the Contract or under the Subcontract, as well as other records including but not limited to those that:

(a) relate to the Managing Contractor's or a Subcontractor's tender, including tender preparation, submission, negotiation, evaluation, estimates and calculations;

(e) relate to design, including design calculations, option studies, opinions, reviews and reports;

(f) relate to the execution and completion of the work under the Contract or the Subcontract, including without limitation labour, subcontracts, subcontractors, consultants, materials, equipment, resourcing, planning, progress, delay, inspection, examination, testing, compliance, approval, safety, risk, variations, claims, payment, cost and cost to complete;

(g) are required to demonstrate compliance with commitments made in the Managing Contractor's or a Subcontractor's tender relating to government policies, including the local benefits test contained in the Queensland Procurement Policy or, where the Annexure indicates Best Practice Principles are applicable, the Best Practice Principles, including the Minimum Conditions, and includes payroll records, management records and time recordings; and

(h) are in any format or stored on any medium, including without limitation photographs, electronic files, telecommunications or social media.

64.3 The records referred to in Clause 64.1 shall not be destroyed without the prior written approval of the Principal.

64.4 Without limiting any other rights or obligations under this Clause 64, the Principal may, either directly or through an agent, at any time after giving written notice to the Managing Contractor that an audit shall be undertaken pursuant to this Clause 64.4, undertake an audit in respect of the Managing Contractor's compliance with Clause 21.2. In undertaking the audit, the Principal or its agent shall have the right to inspect and copy any record referred to in Clause 64.1 and to access any of the Managing Contractor's systems and processes which are in any way connected with subcontracting. Upon receipt of written notice of the audit pursuant to this Clause 64.4, the Managing Contractor shall promptly and at its own cost provide the Principal or its agent with every reasonable facility necessary to undertake the audit, including but not limited to:

(a) providing to the Principal or its agent any record requested for inspection or copying pursuant to Clause 64.5;

(i) making staff available to the Principal or its agent to access or explain systems, processes or any record referred to in Clause 64.1; and

(j) arranging and providing access to the Managing Contractor's or Subcontractor's workplaces, sites, premises or facilities.

64.5 Subject to the Managing Contractor's (or a Subcontractor's) right to claim legal professional privilege in respect of any record, which is hereby maintained, the Principal shall have the right to inspect and to copy at any time any record referred to in Clause 64.1. In the case of any records referred to in Clause 64.1 stored on a medium other than in writing, the Managing Contractor shall make available forthwith upon request such facilities as may be necessary to enable a legible, operable reproduction thereof to be provided to the Principal.

64.6 Where a record referred to in Clause 64.1 is created, maintained or stored by the Managing Contractor or a Subcontractor in an electronic format, it shall be provided to the Principal in its native, operable form or such other format as may be reasonably required by or acceptable to the Principal.

64.7 Where a record referred to in Clause 64.1 is stored on a medium licensed from a third party, where the Principal is a party to the communication, the Managing Contractor must provide the Principal with a copy of such records in an external electronic storage device, readable on the Principal's information technology system, or such other format as may be reasonably required by the Principal, each month until the issue of the Final Certificate.

64.8 The Managing Contractor shall comply in all respects with any request made pursuant to Clause 64.5 to inspect or copy records referred to in Clause 64.1, or any audit undertaken pursuant to Clause 64.4, and shall not be entitled to refuse audit, inspection or copying of any record referred to in Clause 64.1 on any basis whatsoever other than on the basis that legal professional privilege attaches to the record.

## 65. INFORMATION PRIVACY ACT

65.1 If the Managing Contractor collects or has access to Personal Information in order to carry out work under the Contract, the Managing Contractor must:

(a) if the Principal is an "agency" within the meaning of the *Information Privacy Act 2009* (Qld) (IPA), comply with Parts 1 and 3 of Chapter 2 of the IPA in relation to the discharge of its obligations under the Contract as if the Managing Contractor was the Principal;

(b) not use Personal Information other than in connection with carrying out work under the Contract, unless required or authorised by law;

(c) not disclose, or transfer outside of Australia, Personal Information without the prior written consent of the Principal, unless required or authorised by law;

(d) ensure that its officers, employees, agents and Subcontractors do not access, use or disclose Personal Information other than in connection with carrying out work under the Contract;

(e) ensure that its Subcontractors who have access to Personal Information comply with obligations the same as those imposed on the Managing Contractor under this Clause 65;

(f) fully co-operate with the Principal to enable the Principal to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and

(g) comply with such other privacy and security measures as the Principal may reasonably require from time to time.

65.2 On request by the Principal, the Managing Contractor must obtain from its employees, officers, agents or Subcontractors carrying out work under the Contract, an executed deed of privacy in a form acceptable to the Principal.

65.3 The Managing Contractor must immediately notify the Principal on becoming aware of any breach of Clause 65.1.

65.4 This Clause 65 will survive the termination or expiry of the Contract.

65.5 In this Clause 65, “Personal Information” is information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

# ANNEXURE

This Annexure shall be read as part of the Contract.

| | |
|---|---|
| Name of the Principal (Clause 2): | The State of Queensland through the Director-General, Department of Housing and Public Works... |
| Address of the Principal (Clause 10): | Level 31 1 William Street Brisbane QLD 4000 ..... ..... |
| Name of the Principal's Representative (Clause 2): | To be advised in the letter of acceptance of tender |
| Address of the Principal's Representative (Clause 10): | To be advised in the letter of acceptance of tender |
| Address of the Site | Cairns Convention Centre (part of Lots 4 and 114 on SP113636) ..... |
| Date for Practical Completion (Clause 2): | Refer to Clause 2.1.17 ..... |
| Payments under the Contract shall be made at: | Brisbane |
| Defects Liability Period (Clause 2): | 12 months from the Date of Practical Completion |
| The amount of security (Clause 9.2): | Nil |
| The amount of retention moneys and security in lieu of retention moneys (Clause 9.5 and 9.7): | 5% of the accepted Guaranteed Construction Sum minus GST |
| The Principal's entitlement to security shall be reduced to upon issue of the Certificate of Practical Completion (Clause 9.10): | 50% |
| The Principal's entitlement to retention moneys shall be reduced to upon issue of the Certificate of Practical Completion (Clause 9.10): | 50% |
| The Principal's entitlement to representation on the PAG (Clause 13.2): | 5 delegates |
| The Managing Contractor's entitlement to representation on the PAG (Clause 13.2): | 5 delegates |
| Application of the Best Practice Principles to the Contract (Clauses 21.2, 41.7.2 and 64): | Applicable |
| Weightings for subcontractor non-priced criteria, if Best Practice Principles are applicable: (Clause 21.2.3(f)): | Best Practice Principles: 15%<br>Local Benefits: 15%<br>*(If nothing stated – Contractor to determine weightings)* |
| The party responsible for engaging the Building Certifier is (Clause 24.6): | Managing Contractor ..... |
| The party responsible for bearing the costs of and paying any fees due and complying with the requirements of the Building Certifier is (Clause 24.6): | Managing Contractor ..... |
| Occupational Health and Safety Audit (Clause 26.2): | Applicable |

| | |
|---|---|
| The base amount of insurance (Clause 30.4(a)): | The Guaranteed Construction Sum (or, for any Early Works directed before the Date of Commencement of Stage Two, the Principal's project construction cost estimate contained in the Project Brief) |
| The assessment for insurance purposes of the costs of demolition and removal of debris (Clause 30.4(b)): | 2.5% of the amount stated in Clause 30.4(a) |
| The assessment for insurance purposes of Consultants Fee (Clause 30.430(c)): | 5% of the amount stated in Clause 30.4(a) |
| The value of materials to be supplied by the Principal (Clause 30.430(d)): | $ Nil |
| The additional amount or percentage (Clause 30.430(d)): | 5% |
| The amount of Public Liability Insurance shall be not less than (Clause 31): | $20 million<br>*If nothing stated: $20 million* |
| The amount of Professional Indemnity Insurance shall be not less than (Clause 33): | $5 million<br>*If nothing stated: $5 million* |
| The time by which access to the Site shall be given (Clause 39.1): | Subject to the agreement of the Principal |
| The time by which possession of the Site shall be given (Clause 39.1): | Subject to the agreement of the Principal |
| Queensland Charter for Local Content (Clause 41.5): | Not Applicable |
| The Working Days shall be (Clause 44.1): | Monday to ~~Friday~~Saturday |
| The Working Hours shall be (Clause 44.1): | Between the hours of 6:30 am and 6:30 pm |
| Liquidated Damages (Clause 49.4): | $10,000 |
| Construction Bonus Percentage (Clause 56.1.1): | 30%<br>*(Maximum 30%, if nothing stated 30%)* |
| Early Completion Bonus (Clause 56.1.3): | Not applicable |
| The amount of Early Completion Bonus (Clause 56.1.3): | Not applicable |
| Limit of Early Completion Bonus (Clause 56.1.3): | Not applicable |
| Time for payment claims (Clause 57.2): | Monthly |
| Unfixed plant and materials for which payment claims may be made before they are incorporated in the Works (Clause 57.7): | Subject to the agreement of the Principal |
| The period of delay in giving access to and possession of the Site which shall be a substantial breach (Clause 59.7): | 13 weeks |
| The Expert (Clause 62): | To be agreed |

# Managing Contractor – Design and Construction Management – Stage One with option for Stage Two

# (Negotiated Guaranteed Construction Sum)

### Volume 3 of 4 – Conditions of Contract – Schedules

| | |
|---|---|
| Project name | Cairns Convention Centre Expansion and Refurbishment Project |
| | |
| Project number | DHPW-0026-19 |

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# Best Practice Principles

# Minimum Conditions

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## 1. TITLE

1.1 This Document is known as the Best Practice Principles Minimum Conditions 2019-2013.

## 2. DATE OF OPERATION

2.1 This Document will commence operation in 2019 till 2023.

## 3. APPLICATION OF DOCUMENT

3.1 Subject to clause 3.2 below. this Document covers:

(a) «E3LNAM» (the Employer);

(b) the Construction, Forestry, Maritime, Mining and Energy Union (CFMEU);

(c) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Queensland & Northern Territory Electrical Divisional Branch (ETU) and Queensland & Northern Territory Plumbing Divisional Branch) (CEPU);

(d) Australian Manufacturing Workers' Union Queensland & Northern Territory Divisional Branch) (AMWU); and

(e) Employees,

Collectively known as the Parties.

This Document only applies to work done in Queensland and to work temporarily done outside Queensland by Employees who are based in Queensland.

3.2 Associated Entity

(a) In accordance with Division 2 of Part 2-8 of the Fair Work Act, where an Employee transfers to an Associated Entity of the Employer and performs the same work or substantially the same work for the Associated Entity of the Employer, the Document will continue to cover the Employee.

(b) For clarity, this clause does not apply to a circumstance where an Employee commences employment with the associated entity more than 3 months after the Employee ceases working for the Employer.

## 4. PARTIES BOUND AND COVERED

4.1 This Document is legally binding upon and covers the Employer, its Employees, the CFMEU, CEPU and the AMWU in respect of building and construction work undertaken by the Employees.

## 5. RELATIONSHIP TO AWARDS, DOCUMENTS, AND OTHER DOCUMENTS

5.1 The following instruments are incorporated into this Document:

(a) Building and Construction General On-Site Award 2010, as amended from time to time;

(b) Mobile Crane Hiring Award 2010, as amended from time to time;

(c) Electrical, Electronic and Communications Contracting Award 2010, as amended from time to time;

(d) Plumbing and Fire Sprinklers Award 2010, as amended from time to time; and

(e) QIRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003 as it was immediately prior to its rescission.

5.2 The Document is intended to be read in conjunction with the instruments listed in clause 5.1 above. Where there is conflict between a term of this Document and a term of the above instruments, or a conflict between two terms of this Document, the higher wage outcome or other outcome more favourable to the Employee will apply.

Note: For clarity, and to avoid all doubt, the Appendices form part of this Document.

## 6. DEFINITIONS

6.1 The following definitions shall apply to this Document:

**Apprentice** or **Trainee** means an apprentice or trainee within the meaning of the Vocational Education, Training and Employment Act 2000 (**VETE Act**). **Apprenticeship** and Traineeship have a corresponding meaning;

**Australian Super** means the Trustee for Australian Super ABN 90 709 422 146;

**Awards** mean the Building and Construction General On-site Award 2010, Electrical, Electronic and Communications Contracting Award 2010, Mobile Crane Hiring Award 2010 and the Plumbing and Fire Sprinklers Award 2010, each as amended from time to time.

**BERT** is an acronym used for the Building Employee Redundancy Trust (ACN 82 010 917 281) (BERT Fund) as described in the Trust Deed creating the BERT Fund;

**BEWT** is an acronym for the Building Employees Welfare Trust. The "BEWT Fund" means the fund established pursuant to a deed between B.E.R.T Pty Limited and James Kristen Peterson. "Trustee of the BEWT Fund" means B.E.R.T Pty Limited or any trustee appointed under the BERT Redundancy Trust Deed;

**BUSS(Q)** is an acronym for the Building Unions Superannuation Scheme (Queensland) Pty Ltd. ABN 85 571 332 201;

**Continuous Shiftworker** means, for the purpose of the additional week of annual leave provided by the NES means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts;

**CBUS** is an acronym for the Construction & Building Industry Superannuation Pty Ltd. ABN 75 493 363 262;

**CIPQ** means Construction Income Protection Queensland Ltd (ACN 110 841 962);

**CIRT** means the Contracting Industry Redundancy Trust. (ABN 49 011 050 329);

**Code** means the Code for Tendering and Performance of Building Work 2016;

**Construction Worker** means an Employee engaged to perform work in one of the classifications set out in APPENDIX ONE, SECTION ONE of this Document; ;

**Double time and a half** means one and a half day's wages in addition to the Employee's ordinary time rate of pay or pro rata if there is more or less than a day;

**Electrical Worker** means an Employee engaged to perform work in one of the classifications set out in APPENDIX ONE, SECTION THREE of this Document;

**Employee** means an employee of the Employer engaged as a Construction Worker, Electrical Worker, Metal and Engineering Worker or Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Worker;

**Energy Super** means Energy Super (ABN 33 761 363 685);

**FW Act/Fair Work Act** means the *Fair Work Act 2009* (Cth);

**FWC** means the Fair Work Commission;

**Income Insurance** means CIPQ, Energy Super and Wageguard Income Insurance;

**Injury** shall have the same definition as the Workers' Compensation and Rehabilitation Act 2003 (Qld);

**JetCo** means Joint Electrical Training Company;

**Kept waiting for wages on pay day** means all such time spent waiting, wherever the waiting is done;

**Metal and Engineering Worker** means an Employee engaged to perform work in one of the classifications set out in APPENDIX ONE, SECTION FOUR of this Document**;**

**Overtime** means any time worked in excess of or outside of the ordinary working hours;

**Permanent Employees**: means all Employees (being daily hire and weekly hire Employees) other than casual Employees;

**Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Worker** means an Employee engaged to perform work in one of the classifications contained in APPENDIX ONE, SECTION TWO of this Document.

**PROTECT** means Protect Severance Fund ABN 98 395 548 596

**QIRC** means Queensland Industrial Relations Commission;

**Redundancy** means a situation where an Employee ceases to be employed by the Employer, other than for reasons of serious and willful misconduct. **Redundant** has a corresponding meaning;

**Redundancy Trust Fund** means BERT, CIRT and Protect;

**Special Class Dogman** means a dogman having no less than 12 months on the job experience in dogging tower cranes and, having obtained a 'Verification of Competency' (**VOC**) for the particular tower crane;

**Special Class Tradesperson** means a tradesperson who is engaged on work which requires the use of complex, high quality trade skills and experience which are not generally exercised in normal construction work. For the

purpose of this definition, complex and high quality trade skills and experience will be deemed to be acquired by the tradesperson:

(a) Having had not less than 12 months' on-the-job experience of such skilled work, and

(b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary

**Superannuation** means BUSS(Q), CBUS, Australian Super and Energy Super;

**Training Fund** means BEWT and JetCo;

**Union Delegate** means an Employee elected by Union members and endorsed by the Union to represent the interests of Union members employed by the Employer as required. All parties to this Document shall be notified as soon as practicable after the election of a Union Delegate.

**Union** means the CFMEU, the CEPU and/or the AMWU, as applicable;

**WAGEGUARD** means income protection insurance issued by Hannover Life Re of Australasia Ltd ABN 37 062 395 484 or Construction Income Protection Queensland Ltd (ACN 110 841 962);

**WHS Act** means the Work Health and Safety Act 2011 (Qld);

**WHS EPH** means Workplace Health and Safety Entry Permit Holders under the WHS Act;

**Workplace Impairment Policy and Procedures** means the Workplace Impairment Policy and Procedures found in APPENDIX FOUR.

## 7. DISPUTE SETTLEMENT PROCEDURE

7.1 A major objective of this Document is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter or any matters arising out of the operation of the Document or incidental to the operation of the Document should be dealt with as close to its source as possible. Disputes over matters arising from this Document (or any other dispute related to the employment relationship or the NES, including subsections 65(5) or 76(4) of the Fair Work Act) shall be dealt with according to the following procedure.

7.2 The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.

7.3 All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance.

7.4 In the event of any work related grievance arising between the Employer and an Employee or Employees, the matter shall be dealt with in the following manner:

(a) The matter shall be first submitted by the Employee/s or his/her job delegate/ employee representative or other representative, to the site foreperson/supervisor or the other appropriate site representative of the Employer and if not settled, to a more senior representative of the Employer.

(b) Alternatively, the Employer may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/employee representative or other representative.

(c) If still not resolved, there may be discussions between the relevant Union official (if requested by the employee/s), or other representative of the employee, and senior representative of the Employer.

(d) Should the matter remain unresolved, either of the parties or their representative shall refer the

7.5 This procedure shall be followed in good faith without unreasonable delay.

7.6 If any party fails or refuses to follow any step of this procedure the non breaching party will not be obligated to continue through the remaining steps of the procedure, and may immediately seek relief by application to FWC.

7.7 Any resolution of a dispute under this clause by the FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations, including the Code.

## 8. CONSULTATION

8.1 Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the life of the Document.

8.2 A Consultative Committees will be set up for this purpose.

Consultation about major workplace change

8.3 If the Employer has made a decision to introduce a major workplace change that is likely to have a Significant Effect on Employees, the Employer must notify the Employee(s) who will be affected by the decision.

8.4 As soon as practicable and prior to implementation, the Employer must discuss with the relevant Employees and/or their nominated representative/s (e.g. Union or other representative) the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

8.5 For the purposes of the discussion the Employer will provide the relevant Employees and/or their nominated representative/s in writing:

(a) All relevant information about the change including the nature of the change proposed;

(b) Information about the expected effects of the change on the Employees; and

(c) Any other matters likely to affect the Employees.

8.6 However, the Employer is not required to disclose confidential or commercially sensitive information.

8.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

8.8 "Significant Effects" under this clause 8 includes but is not limited to termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion

opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

8.9 Consultation about changes to rosters or hours of work

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.

8.10 As soon as practicable after proposing to introduce the change, the Employer must:

(a) discuss with the relevant Employees the introduction of the change; and

(b) for the purposes of the discussion, provide to the relevant Employees and their representative details of the following in writing:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

(c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities), and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their representative(s).

(d) These provisions are to be read in conjunction with other Document or Award provisions concerning the scheduling of work and notice requirements.

8.11 For clarity, relevant Employees may appoint a representative of their choosing for the procedures in this term.

## 9. FIRST NATIONS PEOPLE

The Employer recognises there is a significant Aboriginal and Torres Strait Islander (ATSI) population within Queensland and is committed to ensuring a significant representation of people who identify themselves as ATSI are employed on its projects.

The Employer will ensure that all Employees receive cultural awareness training as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the project is being constructed.

A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the Project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation.

The Employer will also implement policies that ensure:

(a) access to annual leave for participation in cultural and ceremonial activities;

(b) skill and career development opportunities for ATSI Employees;

(c) the development of retention and promotion for ATSI Employees on its projects.

## 10. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

10.1 The Employer, the Employees and the Union agree that for the purposes of s. 81 of the WHS Act matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.

10.2 The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:

(a) the Principal Contractor (as defined under the WHS Act) - Site Manager or any other person nominated by the Principal Contractor;

(b) the Employer - the Site Manager or any other person nominated by the Employer(s); and

(c) The Employees - person nominated by the Employee (e.g. Union or other representative).

(collectively referred to as "**Nominated Parties**")

10.3 The Nominated Parties agree that representatives shall be entitled to:

(a) inspect any work system, plant, substance, structure or other thing relevant to resolving the issue;

(b) consult with relevant Employees in relation to resolving the issue;

(c) consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue;

(d) inspect and take copies of any document that is directly relevant to resolving the issue; and

(e) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

10.4 The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:

(a) there is an issue to be resolved; and

(b) the nature and scope of the issue.

10.5 As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.

10.6 The Nominated Parties and/or their representatives must have regard to all relevant matters including:

(a) the degree and imminent risk to the Employees or other persons affected by the issue;

(b) the number and location of Employees and other persons affected by the issue;

(c) the measures both temporary and permanent that must be implemented to resolve the issue;

(d) who will be responsible for implementing the resolution measures;

(e) whether the hazard or risk can be isolated; and

(f) the time that may elapse before the hazard or risk is permanently corrected.

10.7 Once the issue is resolved details of the issue and its resolution must be set out in writing with all Parties and/or their representatives to be satisfied that the Document reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

10.8 The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, and/or the Queensland Building and Construction Commission, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

10.9 Direction to cease work

If -

(a) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and

(a) the issue concerns work which involves an immediate threat to the health or safety of any person; and;

(b) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 10.7 above,

the Employer and/or the health and safety representative (HSR) for the designated work group in relation to which the issue has arisen may after consultation between them, direct that the work is to cease.

10.10 During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

## 11. HEALTH AND SAFETY REPRESENTATIVES

11.1 The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee;

11.2 The health and safety representative/s (HSR) shall be elected by the Employees on the job on a democratic basis, and shall be subject to recall by a similar process.

11.3 Parties covered by this Document recognise the important role of Health & Safety representatives. The HSRs have a key role in the early intervention in health and safety issues under this Document.

11.4 The HSRs shall be allowed to consult with the principal contractor, or persons acting on his/her behalf, on matters directly concerned with the safety of workers, and promote the safe conduct of work generally in accordance with the WHS Act.

## 12. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

12.1 A health & safety representative will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting employees he/she represents providing that the Representative informs their manager.

## 13. HOT WEATHER GUIDELINES (For South East Queensland)

13.1 Under this Document when air temperature reaches

(a) 35°C or

(b) 28°C and 75% humidity or more, after three hours from the commencement of the shift

in South East Queensland only. it shall constitute inclement weather (**Extreme Hot Weather**).

This clause 13 must be incorporated in the Employer's OHS Procedures for all applicable Projects.

13.2 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and WHS Reps. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 13.3. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. BOM weather stations used for weather observations shall be the closest to the Project and/or with similar weather conditions.

13.3 When Extreme Hot Weather is forecasted for the following day, the Employer's Site Manager, WHS Committee and WHS Representatives will consult and determine what actions are to be taken to reduce exposure and modify the workload prior to the Extreme Hot Weather, which may include:

(a) rescheduling work so the hot tasks are performed during the cooler part of the day;

(b) where possible, reducing the time spent doing hot tasks (for example, by job rotation);

(c) where possible, arranging for more workers to do the job;

(d) providing extra rest breaks in a cool area;

(e) providing cool drinking water and ice (machines) near the work site;

(f) increasing air movement by fans or coolers;

(g) installing shade cloth to reduce radiant heat from the sun; and

(h) consideration should be given to working an eight hour day.

13.4 Once the temperature reaches Extreme Hot Weather the following process will be followed:

(a) Where the temperature reaches 35°C there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 13.5.

(b) where the temperature is 28°C and 75% humidity or more after three hours from the commencement of a shift there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 13.5.

13.5 If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas, Employees unable to work elsewhere may be transferred to these areas if work is available. Employees may walk a reasonable distance through the open to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that there is no reasonable concern for an Employee undertaking the work of an imminent risk to their health or safety,

13.6 Extreme Hot Weather shall be measured on site by a temperature gauge and/or BOM weather station (if close proximity to the Project with similar climatic conditions) compliant to Australian Standards and shall be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb Globe Temperature index will be an acceptable method of measuring extreme high temperature.

## 14. TOOL BOX MEETINGS

14.1 At least one tool box meeting will be convened by the Employer per site each month to facilitate and foster communication and consultation. Items to be discussed at each meeting may include: programming of site work, site issues, Workplace Health and Safety, job design, productivity issues, management policies, Document compliance, wages and conditions, compliance with statutory obligations and any other relevant issue raised. Notice of the meeting will be given at least one (1) week prior to the scheduled date.

## 15. CONTRACT OF EMPLOYMENT

15.1 At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent or casual basis, stating by whom the Employee is employed, the job performed, the classification level, and the relevant rate of pay. Each new Employee shall upon commencement also be provided with a copy of this Document, or alternatively, access to the Document in electronic format at the discretion of the Employee.

15.2 The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training consistent with the Employee's classification provided that such duties do not promote deskilling.

15.3 If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employee's contract of employment shall remain intact during the period of absence. The Employer shall continue to make contributions (and where applicable, reports of service) on behalf of the Employee to CBUS/BUSS(Q)/ Energy Super, Australian Super, BERT/ CIRT, BEWT/JetCo, STQ, CIPQ/, Protect, Wageguard, Energy Super Income Insurance and Qleave or NTBuild or other funds nominated herein. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

## 16. CASUAL EMPLOYMENT

16.1 A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged for a casual employment the Employee will be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

16.2 A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Document except notice of termination (other than in accordance with clause 16.7, annual leave, paid community services leave, paid personal (including carer's) leave, and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid compassionate leave and carer's leave and other unpaid leave in accordance with the National Employment Standards.

16.3 Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed by APPENDIX ONE below. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance prescribed by clause APPENDIX ONE, as applicable.

16.4 A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in the APPENDIX ONE for the Employee's classification.

16.5 A casual Employee required to work Overtime or weekend work shall be entitled to the relevant penalty rates prescribed in this Document:

(a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate prescribed by APPENDIX ONE for the Employee's classification;

(b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed by APPENDIX ONE for the Employee's classification; and

(c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed by APPENDIX ONE for the Employee's classification.

16.6 For the purposes of clarity, the applicable contributions to CBUS/BUSS(Q)/Australian Super/Energy Super, BERT/ CIRT/Protect, CIPQ/ Energy Super Income Insurance/Wageguard, STQ and BEWT/ JetCo or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs.

16.7 Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be. This clause will not reduce the entitlements of injured Employees.

16.8 Casual Conversion

16.9 A casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of 6 weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.

16.10 A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 16.9 whose request is refused by the Employer, is entitled to be paid 175 percent of the hourly rate prescribed in this Document for the Employee's classification.

## 17. APPRENTICES/TRAINEES

17.1 Apprentices/Trainees shall be entitled to all the applicable rates and conditions of employment prescribed by this Document.

17.2 For clarification, in addition to the rates in APPENDIX ONE, Trainees are entitled to receive full Daily Travel, BERT/ CIRT/PROTECT, BEWT/JetCo, STQ, CIPQ/WAGEGUARD, Superannuation and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices.

17.3 Training arrangements for Apprentices/Trainees shall be as provided in QIRC Order (No.B585 of 2003) Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 as it was immediately prior to this rescission.

17.4 Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.

17.5 The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.

17.6 During the first year of an Apprenticeship, tools to the minimum retail value of $600.00 shall be supplied by the Employer within a period of three months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.

17.7 During the second and subsequent years (or part of a year) of apprenticeship tools to the retail value of $600.00 shall be supplied by the Employer within a period of three months from the commencement date of each such year (or part of a year) of the indentured Apprenticeship.

17.8 Where an Apprentice has entered a Competency Based Training Document, the provision of tools will be on the following basis:

(a) During the term of Apprenticeship, an Employer shall, in respect of each level of the Apprenticeship program, supply the Apprentice with tools of trade, to a minimum retail value of $600.00;

(b) The supply of tools of trade for each level of the program shall be linked to the successful achievement of competencies or, where appropriate, the demonstration of approved levels of progression towards the achievement of competencies as prescribed by the relevant National Training Package or in the relevant Award;

(c) Supply of tools will occur no later than three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment, whichever first occurs, and no later than three (3) months into subsequent levels of the Apprenticeship;

(d) Apprentices employed under part-time or school based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in clause 17.6 and clause 17.7 above.

17.9 Apprentice Training

The Employer recognises that in order to increase the efficiency and productivity of the Employer, a significant commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship system to the construction industry. Therefore the Parties agree:

(a) If the Employer employs seven (7) or more tradespeople in any one classification it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme.

(b) The Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavor to maintain at least one apprentice to every seven (7) tradespeople.

(c) If the Employer does not currently have an apprentice as provided for in paragraph a), reasonable time shall be allowed to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

## 18. TRAINING AND RELATED MATTERS

18.1 The parties are committed to the promotion of a highly skilled industry that delivers ongoing employment opportunities and a world-class end product through an efficient and safe construction process. To this end, the Employer agrees that appropriate training, including the engagement and training of apprentices, and skills development for the workforce will be provided during the term of this Document.

18.2 The Employer agrees that it will, within 7 days of receiving a written request from an Employee, provide:

(a) evidence to demonstrate the positive commitment to training and skill development, and

(b) the information as to the number of apprentices and visa holders engaged by the Employer,

each of which it is required to provide to the funding entity of Commonwealth funded building work in accordance with section 24(2) of the Code.

18.3 Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988* (Cth) or the FW Act.

18.4 Where possible training and skill development is to be carried out in normal working hours. It is agreed that no Employees will suffer loss of pay as a result of participating in training required by the Employer.

18.5 Any Employees elected as a workplace HSR will undertake a training course approved by the State provided by the Employer within six weeks of being elected, at no cost to the Employee.

18.6 The Employer will implement a policy where all Employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies are identified through the assessment process, the necessary training will be provided to attain the relevant nationally recognised formal qualification.

18.7 The Employer agrees that it will, within three months of the commencement of this Document, schedule training in the nationally accredited asbestos awareness training course mentioned in 18.10 below, for each employee covered by this Document.

18.8 Further, the Employer agrees that it will, within three months of each new Employee commencing employment, ensure that the Employee successfully completes the nationally accredited asbestos awareness training course mentioned in clause 18.10 below.

18.9 The Employer will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.

18.10 The course referred to in clause 18.8 above will be 10279NAT Identification and Awareness of Asbestos Containing Materials.

18.11 The Employer agrees that it will, within 7 days of receiving a written request from an Employee, provide:

(a) evidence to demonstrate the positive commitment to training and skill development, and

(b) the information as to the number of apprentices and visa holders engaged by the Employer,

each of which it is required to provide to the funding entity of Commonwealth funded building work in accordance with section 24(2) of the Code.

18.12 Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988* (Cth) or FW Act.

18.13 The Queensland Government Building and Construction Training Policy applies to all Projects, which amongst other requirements, provides a formula for a minimum allocation of employment of apprentices and trainees (new entrants only) and workforce training on all Projects.

## 19. EMPLOYMENT SECURITY

19.1 Without limiting the Employer's right to determine its operational requirements the Parties to this Document will encourage the continuity of employment for Permanent Employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded insofar as it is reasonably practicable to do so.

19.2 In order to maximise the continuity and security of employment for Employees and to ensure that the Employer's equipment is operated only by qualified, experienced and capable persons, the Employer agrees that in relation to the operation of tower cranes all tower cranes which are hired out by the Employer and which are capable of being operated by Employees of the Employer shall be supplied with a suitably qualified operator who is a current Employee of the Employer for the duration of the hire period.

19.3 The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Document.

19.4 The Employer is also committed to maintaining a stable and skilled workforce, having regard to the contribution that a stable and skilled up workforce has for Employee's job security. The Employer also acknowledges that use of subcontractors or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees insofar as it is practicable to do so.

19.5 If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Document, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

19.6 Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the disputes settlement procedure under this Document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

19.7 As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the Project.

## 20. TERMINATION

20.1 Employment may be terminated by the Employer due to performance/general misconduct, serious and wilful misconduct, or Redundancy.

20.2 Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their employee representative or any other person or persons of his or her choice, present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the employee representative or any other party to this Document.

(a) Step 1- First Written Warning

The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required.

(b) Step 2- Final Written Warning

If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required; and

(iii) That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

(c) Step 3- Dismissal

If after receiving a final warning, the Employee repeats the same conduct within a period of 6 months, then the Employee may be dismissed. A written notice of dismissal will be provided to the Employee by the Employer outlining the reasons for the dismissal.

20.3 The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.

20.4 The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job).

20.5 The Employer shall pay each dismissed Employee for any public holiday that occurs in the period of annual leave that would have been payable had the Employee commenced annual leave on the date of termination. Where the Employee's leave balance would not include public holidays occurring within 10 working days (excluding weekends) following termination, the Employee shall receive payment for these public holidays

20.6 In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, employee representative, or a HSR, a five-day mandatory consultation period shall be initiated by the Employer with the Union prior to any final decision on transfer or termination being made. The affected Employee will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks (or five weeks if required by the National Employment Standards).

20.7 For clarity, this clause 20 does not apply to casual Employees.

## 21. REDUNDANCY AND INCOME PROTECTION

APPENDIX TWO provides redundancy and income protection provisions for the relevant classifications, as applicable.

## 22. WAGES

22.1 Employees must be paid wages in accordance with APPENDIX ONE from the first full pay period after the dates specified. Those rates include the following increases:

(a) 5 % from the 1st July 2020;

(b) 5 % from the 1st July 2021;

(c) 5% from the 1st July 2022; and

(d) 5% from the 1st July 2023, subject to this increase being the sole wage increase for the year following the date of increase.

## 23. CLASSIFICATIONS

23.1 The Classification levels for Employees engaged under this Document shall be read in accordance with the relevant Awards unless specifically amended by the terms of this Document. Classification levels, relativities, pay rates and other details are contained in APPENDIX ONE, as applicable.

23.2 Site Allowance

(a) A Site Allowance as detailed below will be paid as a flat amount for each hour worked and will remain unaltered for the duration of each project. At the commencement of any new project by the Employer the Employer will inform the relevant Employees of the value of the project. Where there is a dispute with the value of the project, the Qleave or NTBuild declaration of the "total cost of work" will apply.

| **Value of Project** | **Site Allowance** |
|---|---|
| 0-$20m | $1.70; |
| >$20m-$100m | $2.50; |
| >$100m-$200m | $3.50; |
| >$200m-$300m | $4.50; |
| >$300m-$400m | $5.00; |
| >$400m-$500m | $5.50; |
| >$500m-$600m | $6.00; |
| >$600m-$700m | $7.00; |
| >$700m | $8.00. |

Site Allowance is not subject to any premium or penalty and shall compensate for all disabilities other than:

(b) Heavy Blocks
(c) Explosive Powered Tools
(d) Scaffolder's Licence Allowance

(e) Unbacked Insulation
(f) Swing Stage
(g) Height/ Multi Storey

For these items the applicable rate in APPENDIX TWO will apply.

NB: the Living Away from Home Allowance, travel outside radial areas, transfers during working hours and all allowances referred to in this clause are not disability allowances for the purposes of this clause.

23.3 All other allowances are provided in APPENDIX ONE, SECTION FIVE paid as the context requires.

## 24. SUPERANNUATION

24.1 All Employees shall be entitled to receive Employer superannuation contributions and shall also co-contribute a minimum amount from their wages.

24.2 For Employees other than Electrical Workers and Metals and Engineering Trades Workers, such contributions will be paid to CBUS or BUSS(Q) or Australian Super. For Employees employed as Electrical Workers, such contributions will be paid to Energy Super. For employees employed as Metals and Engineering Trades workers, such contributions will be paid to Australian Super.

24.3 The Employer will contribute on behalf of each Employee the following minimum weekly amount (the formula in APPENDIX FIVE will apply to rates in this Document from 1 January 2016)

(a) $255.00 per week effective first full pay period July 2019;

(b) $269.00 per week effective first full pay period July 2020; .

(c) $280.00 per week effective first full pay period July 2021; .

(d) $295.00 per week effective first full pay period July 2022; and

(e) $307.00 per week effective first full pay period July 2023. .

24.4 Every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount

(a) $64.00 per week effective first full pay period July 2019;

(b) $68.00 per week effective first full pay period July 2020;

(c) $70.00 per week effective first full pay period July 2021;

(d) $74.00 per week effective first full pay period July 2022; and

(e) $77.00 per week effective first full pay period July 2023.

24.5 The contributions in clauses 24.2 and 24.4 above shall be in addition to all other entitlements prescribed by this Document.

24.6 Contributions for apprentices shall be calculated at 12% of ordinary time earnings.

24.7 Apprentices shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.

24.8 The Employer will, on behalf of the Employee, forward the above amounts directly to each Employee's superannuation account at least once each calendar month.

24.9 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by Qleave or NTBuild), public holidays, sick leave, domestic violence leave and compassionate leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months. This 12-month maximum period does not apply to Eectrical Workers.

24.10 Should it be established that the Employer has failed to make payments as required; the Employer shall be liable to make the appropriate contributions immediately upon being notified of the non-compliance. Further, the Employer shall pay an additional 10% per annum (calculated on a pro-rata basis) to offset the interest that the contributions would have attracted in the relevant fund had they been paid on the due dates. The requirement for the Employer to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

## 25. SALARY SACRIFICE ARRANGEMENTS

25.1 Employees will have access to salary sacrifice arrangements in addition to the compulsory arrangement detailed above. The requirements of any such arrangements shall ensure that:

25.2

(a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

(b) The Employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering into such an arrangement.

(c) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under the Document.

(d) The co-contribution of superannuation payments referred to herein shall be made by way of Salary sacrifice arrangements.

## 26. HOURS OF WORK

26.1 Ordinary hours

Except as provided elsewhere in this Document, the ordinary working hours will be 36 hours per week (7.2 hours per day) worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. Typically, work should not commence later than 7am. All time worked outside the aforementioned span of hours shall be by Document with the affected employees concerned, and paid at double time.

26.2 Start and finish times

If the Employer wishes to alter start and finish times within the spread of ordinary daily hours, the Employer will consult with the affected Employees and:

(a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times; and

(b) have regard to the intention of avoiding excessive overtime.

26.3 RDO and Weekend Work

(a) The provisions of this Document relating to RDOs will apply to work conducted under this clause.
(b) Where ordinary hours are worked on a Saturday or Sunday the Employee will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Document, for example as a public holiday or during an Easter or Christmas Shutdown period).

## 27. OVERTIME PENALTY RATES

27.1 All time worked in excess of the ordinary hours, shall be paid at double time (provided that a higher penalty elsewhere in this Document does not apply).

## 28. SHIFTWORK

In this clause Shiftwork means work comprising recurring periods in which different groups of workers do the same jobs in rotation.

Shiftworker for the purposes of this clause is defined as an Employee who is required by the Employer to work Shiftwork, which commences or finishes outside 6.00 a.m. and 6.00 p.m. Monday to Friday.

A Shiftworker shall be paid in accordance with the Building and Construction General On-site Award 2010 Award, until January 2019, when a Shiftworker shall be paid at the rate of double time for all hours worked.

An Employee who has to work Shiftwork shall be given at least 48 hours' notice of the requirements to work shift work. An Employee may refuse to work overtime in circumstances where the working of such shift would result in the Employee working hours which are unreasonable having regard to matters including:

(a) Any risk to Employee health and safety, including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter than can impair an Employee's ability to work safely and/or create a danger to Employees;

(b) The Employee's personal circumstances including any family responsibilities;

(c) The notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

(d) any other relevant matter.

## 29. EMPLOYEE ROSTERED DAY OFF

Ordinary working hours will be scheduled in a 10 day cycle, Monday to Friday inclusive, with 8 ordinary working hours worked for each of 9 days and with 0.8 of an hour on each of those days accruing toward the tenth day, which will be known as the rostered day off (RDO).

26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in the calendar indicative of scheduled RDO contained in APPENDIX THREE. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging a safer and more productive Project.

For clarity, nothing in this clause or the calendar is intended to impose a limit on the ability of the Employer to determine with the majority of its affected Employees when and where work can be performed to meet operational requirements or otherwise limit the Employer's right to manage its business.

29.1 Payment for RDOs will include an entitlement to the daily fares and travel allowance.

29.2 Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.

29.3 An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.

29.4 Where an Employee has insufficient accruals for an RDO, the Employer may by Document with the affected Employee, offset any deficiency from the Employee's annual leave entitlement.

29.5 Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:

(a) The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following: jumping cranes, erecting or dismantling jump form, high-risk activity after consultation with the safety committee), or other operational circumstances that require work on that day; and

(b) The Employer must consult with the affected Employee(s); and

(c) Provide affected Employee/s the opportunity to notify the Union using the form provided for in APPENDIX SIX, or other chosen representative/s in writing (fax or email) prior to the RDO that work will be performed.

The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least 7 calendar days prior to the RDO in question.

29.6 An Employee may refuse to work a RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:

(a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(b) the Employee's personal circumstances including any family responsibilities;

(c) any other relevant matter.

29.7 Where the procedure in clause 29.5 has been followed and at least 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Document, with a minimum payment for 8 hours, for that RDO. Where the procedure in clause 29.5 has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid at 250% of the rate applicable for the Employee's classification in the Document, with a minimum payment of 8 hours, for that RDO.

29.8 In addition to the loadings listed above, Employees will be provided a day in lieu for each RDO that they are required to work.

29.9 Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

29.10 Easter and Christmas

An Employee required to work during the Easter and Christmas period, that is to work on any day between and inclusive of Christmas Day and New Year's Day and any day, between and inclusive of Good Friday and Easter Monday, shall be paid 300% of the hourly rate prescribed in the Document for the Employee's classification,

## 30. LEAVE

30.1 Permanent Employees shall be entitled to paid leave when they are absent from work due to:

(a) personal illness or injury (sick leave, a form of personal leave);

(b) for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave, another form or personal leave); or

(c) compassionate leave

30.2 Personal leave shall accrue as follows:

(a) Three days in the first month and then one additional day at the beginning of each of the next nine calendar months will be available in the first year of employment;

(b) Twelve days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement.

(c) All unused personal leave is cumulative.

30.3 If required by the Employer, when an Employee is absent for more than 2 consecutive days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

30.4 Unpaid carer's leave will be in accordance with the National Employment Standards.

30.5 Parental Leave will be in accordance with the FW Act.

30.6 All Employees covered by this Document are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Division 9, sections 93-114 of the *Industrial Relations Act 2016 (Qld)* as amended from time to time, or the provisions of the *Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld)*. Section 95 subsection (4) of the *Industrial Relations Act 2016 (Qld)* does not apply to Employees covered by this Document.

30.7 Employees may take unpaid leave (in addition to any entitlements to certain types of unpaid leave that are available in accordance with the National Employment Standards). Such leave will be subject to the Employer's approval except for up to 5 days per year of unpaid leave, which may be taken by notice given at or before the commencement of such leave. Unpaid leave can be taken for less than a day.

30.8 An Employee's entitlement to annual leave will be consistent with the National Employment Standards contained in the FW Act.

Annual leave shall accrue at the rate of 3 hours per week (i.e. 36 ordinary hours) of service. If the Employee is a Continuous Shiftworker (as defined this Document), the Employee shall accrue annual leave at the rate of 3.75 hours per week (i.e. 36 ordinary hours) of service.

The Employer will not unreasonably refuse a request for annual leave by an Employee.

Annual leave will be paid at the rate the Employee would have received if ordinary hours had been worked during the period of leave (including applicable allowances), plus a loading of 17.5%.

At the termination of employment, the Employee will be paid out all outstanding annual leave entitlements, including the 17.5% loading. As per the National Employment Standards, the annual leave will be paid out as if the Employee were taking leave, commencing from the end of the termination notice period. As such, any public holidays occurring during the period for which the annual leave entitlement applies, will be paid for in addition to the annual leave entitlement.

Employees are entitled to compassionate leave in accordance with the National Employment Standards contained in the FW Act. In addition, compassionate leave is available for Employees when any close family relative dies (i.e. the relative does not necessarily have to be a member of the Employee's immediate family or household.) For clarity, casual Employees are entitled to unpaid compassionate leave in accordance with the National Employment Standards.

## 31. FAMILY VIOLENCE LEAVE

31.1 For the purposes of this clause, family violence is:

(a) behaviour by a person towards a family member of that person if that behaviour:

is physically or sexually abusive;

is emotionally or psychologically abusive;

(iii) is economically abusive; or

(iv) is threatening; or

(v) is coercive; or

(vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or

(b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph (a).

31.2 For the purposes of this clause, a "family member", in relation to a person (a "relevant person"), means—

(a) a person who is, or has been, the relevant person's spouse or domestic partner; or

(b) a person who has, or has had, an intimate personal relationship with the relevant person; or

(c) a person who is, or has been, a relative of the relevant person; or

(d) a child who normally or regularly resides with the relevant person or has previously resided with the relevant person on a normal or regular basis; or

(e) a child of a person who has, or has had, an intimate personal relationship with the relevant person.

31.3 For the purposes of clauses 31.2(b) and 31.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

31.4 Confidentiality

The Employer must take all reasonable measures to ensure personal information concerning an Employee's experience of family violence is kept confidential.

31.5 Leave

(a) An experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Document applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

(b) Family violence leave is in addition to any other existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day.

(c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

(d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

(e) For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

31.6 For clarity, unpaid Family and Domestic Violence Leave is available in accordance with the Awards.

## 32. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

32.1 The following clothing will be supplied to all Employees (no later than 1 month after commencement} and will be replaced on a fair wear-and-tear basis. Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:

(a) 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to $125.00 upon producing of a purchase receipt);

(b) 6 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed; and

(c) 1 high visibility winter jacket.

All of the above mentioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the above mentioned items on a fair wear- and-tear basis within twelve months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those twelve months.

All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating.

No agreement to pay cash in lieu of supply of clothing/footwear is permitted.

When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.

32.2 Stand-By Drivers and Crane Crews

(a) The crane crew for each crane must consist of at least the following:

A crane driver;

A dogman/stand-by driver; and

A dogman

(b) Notwithstanding the above, any site with more than one crane crew shall provide a stand-by driver in accordance with the following scale:

2 cranes -1stand-by driver

3 cranes- 2 stand-by drivers

4 cranes- 3 stand-by drivers

5 cranes- 4 stand-by drivers

6 cranes or more- to be negotiated

(c) For short term absences by a driver or dogman/stand-by driver of 3 days or less, a replacement driver or dogman/stand-by driver will not be required. The dogman/ Stand-by driver will be paid at the same rate as the driver for all hours worked.

## 33. TIME AND WAGES RECORDS

33.1 Particulars of details of payment to each Employee must be included on the envelope including the payment or in a statement handed to the Employee at the time payment is made and will contain the following information:

(a) Name of employing Employer

(b) Name of Employee

(c) Employee's classification

(d) Date of payment and period covered by wage statement

(e) Details of the number of ordinary hours worked

(f) Details of the number of overtime hours worked

(g) The ordinary hourly rate and the amount paid at that rate

(h) The overtime hourly rates and the amounts paid at those rates

(i) The gross wages paid

(j) The net wages paid

(k) Details of any deductions made from the wages

(l) Details of all accrued entitlements such as RDO's, personal leave, annual leave, etc

(m) Details of the Employer CBUS/BUSS(Q)/Energy Super contribution, including when the contribution was made and the amount details of the Employee CBUS or BUSS(Q) contribution, including when contribution was made and the amount

(n) Details of the Employer BERT/CIRT contribution, including when contribution was made and the amount

(o) Details of the Employer CIPQ/Energy Super Income Insurance payment, including when contribution was made and the amount

(p) Details of the Employees BEWT/JetCo, STQ payment, including when contribution was made and the amount.

33.2 In addition, the employer must also maintain the following time and wage records:

(a) The Employees date of birth

(b) The date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer

(c) The Employees tax file number

(d) The Employees CBUS/BUSS(Q)/Energy Super/Australian Super number

(e) The Employees BERT/CIRT/Protect number

(f) The Employees QLeave or NTBuild number

(g) The Employees CIPQ/Energy Super/Wageguard Income Insurance number

(h) Daily details of work including:

Daily start time and finish time

Time lunch and crib breaks taken

(iii) Total ordinary hours worked and resulting wage

(iv) Total time and a half hours worked and resulting wage

(v) Total double time hours worked and resulting wage

(i) Details of allowances paid

(j) Details and payment for RDO's, Personal and annual leave, public holidays

(k) Details of deductions

(l) Details of additions

(m) Total gross allowances paid per week and year to date

(n) Total gross wages paid per week and year to date

(o) Tax deducted from wages per week and year to date

(p) Net wages per week and year to date

(q) ROO's, sick and annual leave accrued per week and year to date

(r) CBUS/BUSS(Q)/Energy Super, BERT/CIRT, BEWT/JetCo, STQ, and CIPQ/Energy Super Income Insurance paid per week and year to date

## 34. UNION DELEGATE/EMPLOYEE REPRESENTATIVE RIGHTS

34.1 Where an Employee has been elected as a Union Delegate/employee representative, the Employer will recognise the following rights:

(a) the right to be treated fairly and to perform their role without any discrimination in their employment;

(b) for the Union Delegate/employee representative to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

(c) the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws; and

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts,

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts,

(h) the right for reasonable time off to attend accredited union education

(i) the right to take reasonable leave to work with the Union

(j) the right to have reasonable time off to participate in the operation of the union

## 35. UNION DELEGATE FACILITIES

35.1 Union Delegate Facilities

The Employer shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following

facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

(a) a telephone;

(b) an Ipad equipped with mobile Internet access;

(c) a table and chairs

(d) a filing cabinet

(e) air-conditioning/heating;

(f) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management

(g) a private lockable area.

## 36. UNION TRAINING LEAVE

36.1 An Employee elected as Union Delegate shall, upon application in writing to the Employer, be granted up to five days paid leave each calendar year to attend relevant Union Delegate courses. Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.

36.2 Consultation may take place between the parties in the furtherance of this objective.

36.3 The application for leave shall be given to the Employer in advance of the date of commencement of the course. The application for leave shall contain the following details:

(a) The name of the Union Delegate seeking the leave;

(b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and

(c) A general description of the content and structure of the course and the location where the course is to be conducted.

36.4 The Employer shall advise the Union Delegate within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

36.5 The time of taking leave shall be arranged so as to minimise any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability to grant leave when an eligible Union Delegate is otherwise entitled.

36.6 The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant Document classification rate including, shift work loadings where relevant plus Site Allowance where applicable.

36.7 Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with a Union Delegate's RDO or with any concessional leave.

36.8 A Union Delegate on request by the Employer shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Union Delegate.

36.9 Where a Union Delegate is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the Employee shall receive payment if entitled under the provisions of the relevant Award.

36.10 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Document.

## 37. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

37.1 Where the Employer wants to enter into a individual flexibility arrangement (IFA) it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

37.2 The Employer and an Employee covered by this Document may agree to make an IFA to vary the effect of terms of the Document if:

(a) it deals with one or more of the following matters :

(i) Time between which ordinary hours are worked;

(ii) Salary sacrifice Documents;

(iii) Reduction in ordinary hours;

(iv) Increase in annual leave accrual each year;

(v) Increase in rate of accrual of Rostered days off;

(vi) Increase in wages;

(vii) Increase in training leave (Union or otherwise);

(b) The IFA meets the genuine needs of the Employer and the Employee covered by this Document in relation to one or more of the matters mentioned in paragraph (a) above; and

(c) The IFA is genuinely agreed to by the Employer and the Employee.

37.3 The Employer must ensure that the terms of the IFA:

(a) are about permitted matters under section 172 of the FW Act; and

(b) are not unlawful terms under section 194 of the FW Act; and

(c) result in the Employee being better off overall than the Employee would be if no IFA was made.

37.4 The Employer must also ensure that any such IFA is:

(a) in writing (including details of the terms that will be varied, how the IFA will vary the effect of the Enterprise Document terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA, and the day on which the IFA commences);

(b) includes the name of the Employer and Employee;

(c) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee;

(d) provided to the Employee within 14 days after it is agreed to; and

37.5 The Employer or Employee may terminate the IFA by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

37.6 Where any of the requirements of ss 202 and 203 of the FW Act are not met, the IFA is of no effect.

## 38. SHAM CONTRACTING

38.1 Sham contracting occurs when an Employer engages an individual to perform building work under a contract for services where the true character of the engagement or proposed engagement is that of employment.

38.2 The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Document. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Document.

38.3 The Employer 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 employer, 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.

38.4 The Employer 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/fixed 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 Document.

38.5 The Employer 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 Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

38.6 Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Document, the calculation for back pay will be calculated on the basis of the difference between what they were paid under sham contract arrangement and:

(a) 175% of the applicable hourly rate contained in this Document; plus

(b) the site allowance (if applicable); plus

(c) the multi-storey allowance (if applicable), plus

(d) CBUS/BUSS(Q)/Energy Super/Australian Super, BERT/CIRT/PROTECT, CIPQ/Energy Super Income Insurance/WAGEGUARD and BEWT/JetCo, STQ.

## 39. SECURITY OF PAYMENTS

39.1 The Employer recognises that the under, non or late payment of building industry participants for services rendered can affect the entitlements of workers and the security of their employment.

39.2 The Employer acknowledges its obligations under the Building and Construction Industry Payments Act 2004 (as amended) and the Subcontractors Charges Act 1974.

39.3 The Employer will not engage in illegal or fraudulent phoenix activities for the purpose of avoiding any payment due to another building contractor or building industry participant or other creditor.

39.4 The Employer will:

(a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors; and

(b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements including the Code and are not unreasonably withheld; and

(c) have a documented dispute settlement process in accordance with all applicable legislative requirements including the Code that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and requires compliance with that process; and

(d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

39.5 The Employer will keep records demonstrating its compliance with clause 39.4. The Employer will, within 7 days of receiving a written request from an Employee who has a reasonable belief of a non-compliance with clause 39.4, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth) or the FW Act.

## 40. TEMPORARY FOREIGN LABOUR

40.1 In this clause the term "temporary foreign labour" means a person that is not an Australian citizen or Australian permanent resident (within the meaning of the Migration Act 1958 (Cth) who is employed or engaged to undertake building work by the Employer.

40.2 The Employer recognises that the engagement of temporary foreign labour may undermine the job security of the Employees covered by this Document. The parties wish to limit the circumstances in which temporary foreign labour can be engaged so as to ensure the job security of the Employees covered by this Document.

40.3 The Employer will not engage temporary foreign labour unless:

(a) the position is first advertised in Australia;

(b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the Migration Act 1958 (Cth) would be likely to be informed about the position;

(c) any skills or experience requirements set out in the advertising were appropriate to the position;

(d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job; and

(e) temporary foreign labour will be engaged in accordance with this Document.

40.4 The Employer will, within 7 days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 41 of this Document. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth) or FW Act.

40.5 Where an employer engages temporary foreign labour in breach of this clause, the position shall, as soon as practicable, be re-advertised and filled by the employer strictly in accordance with this clause.

## 41. QUALITY BUILDING MATERIALS

41.1 The Parties recognise the complex issue of non-conforming building products (NCBPs). NCBPs are building products about which false claims have been made as to their quality and purpose or do not meet required standards for their intended use. A building product is non-conforming if, in association with a building, the product:

(a) is not, or will not be, safe;

(b) does not, or will not, comply with relevant regulatory provisions; or

(c) does not perform, or is not capable of performing, for the use to the standard represented.

The Parties recognise that domestically sourced and manufactured conforming building products are less likely to create the above conditions and accordingly wish to maximise the use of domestically sourced and manufactured building materials by the Employer.

41.2 The Employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.

41.3 In order to maintain compliance with the Code, and in line with other regulatory requirements, the Employer will maintain records in accordance with the Building and Construction Legislation (Non-Conforming Building Products – Chain of Responsibility and Other Matters) Amendment Act 2017

41.4 The Employer 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.

## 42. COMPLIANCE WITH THIS DOCUMENT

42.1 Complaints, queries and concerns regarding entitlements paid in relation to the Awards or this Document shall be raised and resolved in accordance with the disputes procedure in this Document. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Authorised industrial inspectors or permit holders shall be provided access to time and wages records in accordance with the FW Act.

42.2 In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.

42.3 The Employer will conduct an audit using the Audit Form provided for in APPENDIX SEVEN to confirm compliance with:

(a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation;

(b) Legislative requirements such as:

(i) Fair Work Act 2009;

(ii) QLD/NT Workers Compensation;

(iii) Superannuation; and

(iv) Long Service Leave.

42.4 This audit will be conducted annually and/or when there is a request by an Employee that there is a reasonable suspicion of non-compliance. The audit will be undertaken in accordance with ISO9001-2008 by an auditing company agreed between the Employer and the majority of Employees. A copy of the audit record will be provided to all Employees, and any representative nominated by the Employee.

## 43. POSTING OF DOCUMENT AND NOTICES

43.1 A true copy of this Document shall be exhibited in a conspicuous and convenient place on the premises of the Employer and on every Employee's worksite so as to be easily read by Employees.

## 44. SEVERABILITY

44.1 It is the intention of those covered by this Document that the Document contains only permitted matters under the FW Act. The severance of any term of this Document that is, in whole or in part, of no effect by virtue of the operation of section 253 of the FW Act shall not be taken to affect the binding force and effect of the remainder of the Document. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

## Appendix One - Rates of Pay & Allowances

### 1. Section One – Construction Workers

This APPENDIX ONE, SECTION ONE reflects the Document of the Parties respondent to this Document in respect of, among other things, classifications and wage rates for Construction Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.

1.1 Wages

(a) The wage rates detailed in APPENDIX ONE, SECTION ONE for classifications CW1 to CW4 inclusive include the weekly hand tool allowance (where relevant);

(b) The ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36;

(c) The wage rates for classifications CW 5 and above detailed in APPENDIX ONE, SECTION ONE do not contain the weekly hand tool allowance. Where this allowance is applicable, it must be paid in addition to the rates contained in APPENDIX ONE, SECTION FIVE.

Wages for Apprentices shall be calculated by applying a fixed percentage to the rates of specific trades as provided by the applicable award or order. Provided that the trade rate shall not include the hand tool or power tool allowances for the purpose of this calculation.

| CONSTRUCTION WORKER CLASSIFICATIONS AND RATES OF PAY | | | | | | |
|---|---|---|---|---|---|---|
| **CW8 - Supervisor** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,944.13 | $2,041.34 | $2,143.41 | $2,250.58 | $2,363.11 | $2,481.26 |
| p/h | $54.00 | $56.70 | $59.54 | $62.51 | $65.64 | $68.92 |
| **CW7 - Tower Crane Operator, Tower Crane Rigger, Supervisor (Sub-Foreperson)** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,865.89 | $1,959.18 | $2,057.14 | $2,160.00 | $2,268.00 | $2,381.40 |
| p/h | $51.83 | $54.42 | $57.14 | $60.00 | $63.00 | $66.15 |
| **CW6 – Trainer** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,788.19 | $1,877.60 | $1,971.48 | $2,070.05 | $2,173.56 | $2,282.23 |
| p/h | $49.67 | $52.15 | $54.76 | $57.50 | $60.37 | $63.39 |
| **CW5 - Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,710.50 | $1,796.03 | $1,885.83 | $1,980.12 | $2,079.13 | $2,183.09 |
| p/h | $47.51 | $49.89 | $52.38 | $55.00 | $57.75 | $60.64 |
| **CW4 – Signwriter** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,661.00 | $1,744.05 | $1,831.25 | $1,922.82 | $2,018.96 | $2,119.90 |
| p/h | $46.14 | $48.45 | $50.87 | $53.42 | $56.09 | $58.89 |
| **CW4 - Marker Setter Out, Letter Cutter, WHSO, Union delegate** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |

| | | | | | | |
|---|---|---|---|---|---|---|
| p/w | $1,718.47 | $1,804.39 | $1,894.61 | $1,989.34 | $2,088.81 | $2,193.25 |
| p/h | $47.74 | $50.13 | $52.64 | $55.27 | $58.03 | $60.93 |
| **CW4 - Mobile Concrete Boom Pump Operator** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,635.22 | $1,716.98 | $1,802.83 | $1,892.97 | $1,987.62 | $2,087.00 |
| p/h | $45.42 | $47.69 | $50.07 | $52.58 | $55.21 | $57.97 |
| **CW3 - Carpenters/Join ers, Stone-mason, Other Qualified Tradesperson*** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,640.77 | $1,722.81 | $1,808.95 | $1,899.40 | $1,994.37 | $2,094.09 |
| p/h | $45.58 | $47.86 | $50.25 | $52.77 | $55.40 | $58.17 |
| **CW3 - Floorlayers, Plasterers, Tilers, Tuck-pointers** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,629.07 | $1,710.52 | $1,796.05 | $1,885.85 | $1,980.14 | $2,079.15 |
| p/h | $45.25 | $47.51 | $49.89 | $52.38 | $55.00 | $57.75 |
| **CW3 - Bricklayers, Water-proofers** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,618.95 | $1,699.90 | $1,784.90 | $1,874.14 | $1,967.85 | $2,066.24 |
| p/h | $44.97 | $47.22 | $49.58 | $52.06 | $54.66 | $57.40 |
| **CW3 - Slater, Ridge or Roof Fixer, Roof Tiler** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,604.05 | $1,684.25 | $1,768.46 | $1,856.89 | $1,949.73 | $2,047.22 |
| p/h | $44.56 | $46.79 | $49.13 | $51.59 | $54.17 | $56.87 |
| **CW3 - Painters, Glaziers, Installers** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,583.30 | $1,662.47 | $1,745.59 | $1,832.87 | $1,924.52 | $2,020.74 |
| p/h | $43.98 | $46.18 | $48.49 | $50.91 | $53.46 | $56.13 |
| **CW3 - Rigger, Dogman, Employees with AQF 3 certificates (even if Employee job mentioned in lower classification), Mobile Concrete Line Pump Operators, Concrete Cutter (+ 6 months experience)** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,557.21 | $1,635.07 | $1,716.82 | $1,802.66 | $1,892.80 | $1,987.44 |
| p/h | $43.26 | $45.42 | $47.69 | $50.08 | $52.58 | $55.21 |
| **CW2 - Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsman, Steelfixer (including Tack Welder), Concrete Finisher, Traffic Controller, Gatemen / Security Guard, Pump Line Hand, Post Tensioning** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,494.96 | $1,569.71 | $1,648.20 | $1,730.61 | $1,817.14 | $1,907.99 |
| p/h | $41.52 | $43.60 | $45.78 | $48.07 | $50.47 | $53.00 |
| **CW1 - Skilled Labourer, Formwork Labourer and Others** | | | | | | |
| p/w | $1,439.07 | $1,511.02 | $1,586.57 | $1,665.90 | $1,749.19 | $1,836.65 |
| p/h | $39.97 | $41.97 | $44.07 | $46.27 | $48.59 | $51.01 |

| APPRENTICE RATES OF PAY |
|---|
| **Stage 4 of Apprenticeship (90% of CW3)** |

| From | 1/7/2018 | 1/7/2019 | 1/7/2020 | 1/7/2021 | 1/7/2022 | 1/7/2023 |
|---|---|---|---|---|---|---|
| p/w | $1,401.62 | $1,471.61 | $1,545.14 | $1,622.40 | $1,703.52 | $1,788.69 |
| p/h | $38.93 | $40.88 | $42.92 | $45.07 | $47.32 | $49.69 |
| **Stage 3 of Apprenticeship (75% of CW3)** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,168.02 | $1,226.34 | $1,287.62 | $1,352.00 | $1,419.60 | $1,490.58 |
| p/h | $32.45 | $34.07 | $35.77 | $37.56 | $39.43 | $41.41 |
| **Stage 2 of Apprenticeship (75% of CW3)** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $934.42 | $981.07 | $1,030.09 | $1,081.60 | $1,135.68 | $1,192.46 |
| p/h | $25.96 | $27.25 | $28.61 | $30.05 | $31.55 | $33.12 |
| **Stage 1 of Apprenticeship (50% of CW3)** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $778.68 | $817.56 | $858.41 | $901.33 | $946.40 | $993.72 |
| p/h | $21.63 | $22.71 | $23.85 | $25.04 | $26.29 | $27.60 |

## Trainee Wages

Persons undertaking a Trainees hip will receive either the following rates or remain at their existing level, whichever is the greater:

| TRAINEE WAGES | | | | | | |
|---|---|---|---|---|---|---|
| **Stage 5 of Traineeship (100% of CW3)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| p/w | $1,557.21 | $1,635.07 | $1,716.82 | $1,802.66 | $1,892.80 | $1,987.44 |
| p/h | $43.26 | $45.42 | $47.69 | $50.08 | $52.58 | $55.21 |
| **Stage 4 of Traineeship (CW2 - 96% of CW3)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| p/w | $1,494.92 | $1,569.67 | $1,648.15 | $1,730.56 | $1,817.09 | $1,907.94 |
| p/h | $41.53 | $43.60 | $45.78 | $48.07 | $50.48 | $53.00 |
| **Stage 3 of Traineeship (CW1 - 92.4% of CW3)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| p/w | $1,438.86 | $1,510.80 | $1,586.34 | $1,665.66 | $1,748.95 | $1,836.39 |
| p/h | $39.97 | $41.97 | $44.07 | $46.27 | $48.58 | $51.01 |
| **Stage 2 of Traineeship (CW1(b) - 88% of CW3)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| p/w | $1,370.34 | $1,438.86 | $1,510.80 | $1,586.34 | $1,665.66 | $1,748.95 |
| p/h | $38.07 | $39.97 | $41.97 | $44.07 | $46.27 | $48.58 |
| **Stage 1 of Traineeship (New Entrant - 82% of CW3)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| p/w | $1,276.91 | $1,340.76 | $1,407.80 | $1,478.19 | $1,552.09 | $1,629.70 |
| p/h | $35.47 | $37.24 | $39.11 | $41.06 | $43.12 | $45.27 |

Trainees shall progress through each of the stages every six months from the date of commencement, unless stages are otherwise completed earlier.

| MOBILE HYDRAULIC PLATFORMS AND MOBILE CRANE CLASSIFICATIONS - RATES OF PAY | | | | | | |
|---|---|---|---|---|---|---|
| **MOBILE HYDRAULIC PLATFORMS** | | | | | | |
| **Trainee (as defined)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,511.99 | $1,587.59 | $1,666.97 | $1,750.32 | $1,837.83 | $1,929.73 |
| ph | $42.00 | $44.10 | $46.31 | $48.62 | $51.05 | $53.60 |
| **Boom length up to and including 11 metres (including trainees)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,519.43 | $1,595.40 | $1,675.17 | $1,758.93 | $1,846.87 | $1,939.22 |
| ph | $42.21 | $44.32 | $46.54 | $48.86 | $51.31 | $53.87 |
| **Boom length over 11 metres and up to 17 metres** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,588.62 | $1,668.05 | $1,751.45 | $1,839.03 | $1,930.98 | $2,027.53 |
| ph | $44.13 | $46.34 | $48.66 | $51.09 | $53.64 | $56.33 |
| **Boom length over 17 metres and up to 23 metres** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,633.86 | $1,715.55 | $1,801.33 | $1,891.39 | $1,985.96 | $2,085.26 |
| ph | $45.39 | $47.66 | $50.04 | $52.55 | $55.17 | $57.93 |
| **Boom length over 23 metres and up to 28 metres** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,687.08 | $1,771.43 | $1,860.00 | $1,953.00 | $2,050.65 | $2,153.18 |
| ph | $46.86 | $49.20 | $51.66 | $54.24 | $56.96 | $59.80 |
| **Unit equipped with underbridge unit** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,687.08 | $1,771.43 | $1,860.00 | $1,953.00 | $2,050.65 | $2,153.18 |
| ph | $46.86 | $49.20 | $51.66 | $54.24 | $56.96 | $59.80 |
| **MOBILE CRANES** | | | | | | |
| **Up to 20 tonnes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,627.88 | $1,709.27 | $1,794.73 | $1,884.47 | $1,978.69 | $2,077.63 |
| ph | $45.22 | $47.48 | $49.85 | $52.35 | $54.96 | $57.71 |
| **Over 20 tonnes and up to 60 tonnes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,679.31 | $1,763.28 | $1,851.44 | $1,944.02 | $2,041.22 | $2,143.28 |
| ph | $46.65 | $48.98 | $51.43 | $54.00 | $56.70 | $59.54 |
| **Over 60 tonnes and up to 100 tonnes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,729.75 | $1,816.24 | $1,907.05 | $2,002.40 | $2,102.52 | $2,207.65 |
| ph | $48.05 | $50.45 | $52.97 | $55.62 | $58.40 | $61.32 |
| **Over 100 tonnes and up to 200 tonnes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,776.73 | $1,865.57 | $1,958.85 | $2,056.79 | $2,159.63 | $2,267.61 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| ph | $49.35 | $51.82 | $54.41 | $57.13 | $59.99 | $62.99 |
| **Over 200 tonnes and up to 300 tonnes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,866.73 | $1,960.07 | $2,058.07 | $2,160.98 | $2,269.03 | $2,382.48 |
| ph | $51.85 | $54.44 | $57.16 | $60.02 | $63.02 | $66.17 |
| **Over 300 tonnes and up to 400 tonnes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,904.79 | $2,000.03 | $2,100.03 | $2,205.03 | $2,315.28 | $2,431.05 |
| ph | $52.92 | $55.57 | $58.35 | $61.27 | $64.33 | $67.55 |
| **Over 400 tonnes/special purpose cranes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,955.24 | $2,053.00 | $2,155.65 | $2,263.43 | $2,376.60 | $2,495.43 |
| ph | $54.32 | $57.04 | $59.89 | $62.89 | $66.03 | $69.33 |
| **Rigger, dogman** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,590.09 | $1,669.59 | $1,753.07 | $1,840.72 | $1,932.76 | $2,029.40 |
| ph | $44.17 | $46.38 | $48.70 | $51.13 | $53.69 | $56.38 |
| **EARTHMOVERS CLASSIFICATIONS – RATES OF PAY** | | | | | | |
| **CW3** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,528.48 | $1,604.90 | $1,685.15 | $1,769.40 | $1,857.87 | $1,950.77 |
| ph | $42.46 | $44.58 | $46.81 | $49.15 | $51.61 | $54.19 |
| **CW4** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,577.97 | $1,656.87 | $1,739.71 | $1,826.70 | $1,918.03 | $2,013.94 |
| ph | $43.83 | $46.02 | $48.32 | $50.74 | $53.27 | $55.94 |
| **CW5** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,645.03 | $1,727.28 | $1,813.64 | $1,904.33 | $1,999.54 | $2,099.52 |
| ph | $45.69 | $47.97 | $50.37 | $52.89 | $55.53 | $58.31 |
| **CW6** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,706.77 | $1,792.11 | $1,881.72 | $1,975.80 | $2,074.59 | $2,178.32 |
| ph | $47.40 | $49.77 | $52.26 | $54.87 | $57.61 | $60.50 |
| **PILING CLASSIFICATIONS - RATES OF PAY** | | | | | | |
| **CW7 - Senior Supervisor** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,821.43 | $1,912.50 | $2,008.13 | $2,108.53 | $2,213.96 | $2,324.66 |
| ph | $50.60 | $53.12 | $55.78 | $58.56 | $61.49 | $64.57 |
| **CW6 - Working Supervisor** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |

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| | | | | | | |
|---|---|---|---|---|---|---|
| pw | $1,745.62 | $1,832.90 | $1,924.55 | $2,020.77 | $2,121.81 | $2,227.90 |
| ph | $48.49 | $50.91 | $53.46 | $56.13 | $58.93 | $61.88 |
| **CW5 - Junior Supervisor** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,669.68 | $1,753.16 | $1,840.82 | $1,932.86 | $2,029.50 | $2,130.98 |
| ph | $46.38 | $48.70 | $51.14 | $53.69 | $56.38 | $59.20 |
| **CW4 - Senior Foundation Operator (SFO)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,604.00 | $1,684.20 | $1,768.41 | $1,856.83 | $1,949.67 | $2,047.16 |
| ph | $44.56 | $46.78 | $49.12 | $51.57 | $54.15 | $56.86 |
| **CW3 - Foundation Operator (FO)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,557.44 | $1,635.31 | $1,717.08 | $1,802.93 | $1,893.08 | $1,987.73 |
| ph | $43.26 | $45.43 | $47.70 | $50.09 | $52.59 | $55.22 |
| **CW3 - Foundation Labourer - Skilled (FSL)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,557.44 | $1,635.31 | $1,717.08 | $1,802.93 | $1,893.08 | $1,987.73 |
| ph | $43.26 | $45.43 | $47.70 | $50.09 | $52.59 | $55.22 |
| **CW2 - Foundation Labourer 2 (FL2)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,495.07 | $1,569.83 | $1,648.32 | $1,730.74 | $1,817.27 | $1,908.14 |
| ph | $41.53 | $43.61 | $45.79 | $48.08 | $50.48 | $53.01 |
| **CW1 - Foundation Labourer 1 (FL1)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,439.11 | $1,511.07 | $1,586.62 | $1,665.95 | $1,749.25 | $1,836.72 |
| ph | $39.98 | $41.97 | $44.07 | $46.27 | $48.59 | $51.01 |

## 2. SECTION TWO – Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trade Workers

**This APPENDIX ONE, SECTION TWO reflects the Document of the Parties respondent to this Document in respect of, among other things, classifications and wage rates of Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.**

At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (permanent, part-time or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.

The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill/competence and training consistent with the Employee's classification provided that such duties are not designed to promote deskilling.

Apprentices and sheet metal workers with AQF level 3 qualifications will be engaged as weekly hire employees.

**Classifications**

Key concepts and terms

**CSQ** means Construction Skills Queensland. CSQ will be the recognised authority (for the purpose of this APPENDIX) to endorse competency standards and skill sets required for the major commercial plumbing industry sector in Queensland.

**Fabrication** includes:

a) the fabrication of pipes for chilled water and condenser water in workshop establishments;
b) the application of tradesperson's skills to cut, join or make up pipes into plumbing articles or pipe work in a plumbers' workshop or on a site where normally performed by a plumbing or mechanical tradesperson.

**Fields of work** means a defined group of related skills and work functions exhibiting common features and aimed at providing more efficient and productive work organisation, as well as more satisfying and well-paid jobs. In respect of this APPENDIX ONE, SECTION TWO, the fields of work are sanitary plumbing/water supply/drainage, gasfitting, roofing and cladding, mechanical services (including air conditioning), lagging, pool plumbing, beer and spirits plumbing, water storage tank plumbing, and irrigation. A stream shall be taken to include any work that is complementary, ancillary or enabling in its nature relative to the trade activity. The principal purpose of fields of work is to facilitate the development of training modules.

**First Class Sprinkler Fitter** means a fitter who holds a Restricted water Plumbers - fire protection (commercial and industrial) license with the Plumbing Industry Council or any subsequent licensing authority and who can undertake all work in connection with preparing, erecting, fitting, fixing, commissioning, altering, overhauling, repairing or testing of apparatus, pipes and/or fittings including the fixing and connecting of tanks, valves, water supplies, pumps, gauges, or alarms for systems for the detection, extinguishment and/or control of fires and/or all pipes and/or fittings for conveyance of water, air and/or gas and/or chemical compounds and/or pipes and fittings for hydrant and hose reel services.

**Gas Work Licence** means an individual licensed under the provisions of the Petroleum and Gas (Production & Safety) Act 2004.

**General supervision** means working under general supervision means a person who:

- receives general instructions, usually covering only the broader technical aspects of the work; and
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- has their assignments reviewed on completion; and
- although competent and well experienced, there may be occasions on which the person will receive more detailed instructions.

**Interim Gas Work Licence** will mean an individual issued an interim license under the provisions of the Petroleum and Gas (Production & Safety) Act 2004.

**Lagging** means an employee who carries out work or is employed or usually employed in executing pipe and or duct lagging or domestic engineering work, whether prefabricated or not, or who executes any work in or in connection with:

- Sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers including but not limited to:
- External Installation;
- Internal insulation;
- Chilled water insulation;
- Acoustic Insulation.

**Licensed Drainer** means a person licensed as a drainer by the appropriate State Authority, or a person holding a certificate covering draining work which is recognised under the provisions of the Australian and New Zealand Reciprocity Association Document who within three months makes application for and receives registration from the appropriate State Authority.

**Limited supervision** means working under limited supervision means a person who:

- receives limited instructions normally confined to a clear statement of objectives; and
- has their work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of their work.

**Module** means a module of training that equates to 40 nominal training hours.

**New entrant** means an employee, other than an apprentice, who has never previously worked within the scope of a building construction industry award or an Document covering building construction industry work. If there is doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

- documentary evidence concerning registration with any of the portable industry long service leave schemes;
- documentary evidence concerning contributions into an approved industry superannuation fund (e.g. CBUS, BUSSQ);

The new entrant classification does not apply to persons who were employed in the building and construction industry prior to the introduction of this Document. Such employees are subject to the translation arrangements set out in this Document.

The purpose of introducing the new entrant Level is not to displace existing employees, but to facilitate the introduction of a career path. Accordingly, an employer will not purposely turn over employees within the new entrant classification as an alternative to engaging employees on an ongoing basis.

Nothing contained in this clause will prevent a party from submitting a dispute about the status of an employee for determination under the dispute settlement procedure of this Document.

**Prefabrication** includes:

- the fabrication of pipes for chilled water and condenser water in workshop establishments;
- the application of tradesperson's skills to cut, join or make up pipes into plumbing articles or pipe work in a plumbers' workshop or on a site where normally performed by a plumbing or mechanical tradesperson

**Registered Plumber and/or Gasfitter** means a plumber holding registration in accordance with the appropriate Queensland Authority.

**Skills package** means a bundle of skills or competencies within or across fields of work identified as related and complementary and approved as such by CSQ.

**Streams or Skill streams** means a broad grouping of skills that relate to a particular phase or aspect of production. A stream may be comprised of a number of fields of work.

**Trade Assistant** means a person who performs work of an unskilled nature as defined by s.121(1)(a) of the Plumbing and Drainage Act 2002 (Qld) as amended and/ or replaced from time to time.

**Trade certificate *(Plumbing and Mechanical Services Classifications)*** means a trade certificate level 3 or its equivalent relevant to the Plumbing and Mechanical Services Industry, including those of Plumber or Mechanical Plumber or a Trade Certificate Level 3 in Engineering – Fabrication.

A person who has a trade certificate level 3 or its equivalent which is relevant to the Plumbing and Mechanical Services Industry will be deemed to have a trade certificate for the purpose of the definition of Plumbing and Mechanical Services Tradesperson Level 2.

Where it appears in the classification definitions at 105% and above the phrase or equivalent means:

a) any training which a registered provider (e.g. TAFE) or a State Training Authority has recognised as equivalent to accredited training which is recognised for these levels. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
b) where competencies meet the requirements of the national competency standards for these levels.

**Trade certificate *(Sprinkler Fitting Classifications)*** means a trade certificate or its equivalent relevant to the Fire Protection Industry. A person who has a trade certificate or its equivalent which is relevant to the Sprinkler Fitting Industry will be deemed to have a trade certificate for the purpose of the definition of Sprinkler Fitting Tradesperson Level 1. Whether a trade certificate or its equivalent is relevant will be determined by the appropriate regulatory body.

Where it appears in the classification definitions at 105% and above the phrase or equivalent means:

a) any training which a registered provider (e.g. TAFE) or a State Training Authority has recognised as equivalent to accredited training which is recognised for these levels. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
b) where competencies meet the requirements of the national competency standards for these levels.

**Plumbing** means plumbing, gas fitting, roof plumbing, lead burning, ship plumbing, heating, air-conditioning or ventilation plumbing, installation of metal cladding, fire sprinkler fitting, mechanical plumbing, water storage tank plumbing, irrigation installation, lagging, irrigation plumbing, pool plumbing, pipe-fitting or domestic engineering work, whether prefabricated or not, engaged on-site or in construction work or any work in or in connection with:

a) sheet lead, galvanized iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;
b) lead, wrought, cast or sheet iron, copper, brass or other classes of pipe work;
c) water (hot or cold), steam, gas, air, beer, spirits, vacuum, heating or ventilating appliances, fittings, services or installations; or
d) house, ship, sanitary, chemical or general plumbing or drainage and irrigation.

**Services stream** includes all fields of work principally concerned with the installation, commissioning and maintenance of services, whether performed in relation to buildings, structures or engineering projects and irrespective of when that work is undertaken in the construction process.

- **Services Stream (Plumbing and Mechanical Services)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this APPENDIX.
- **Services stream (Sprinkler Fitting)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this APPENDIX.

**Engagement and Classification**

The Employer will instruct each employee upon engagement the classification level they are employed at in accordance with the below table.

Employees shall be paid the rates of pay described in this Appendix in accordance with the level to which they are classified.

In determining the appropriate classification/reclassification of a position or job to be filled by an employee, an employer will give full regard to:

a) whether the employee has proven competencies to the classification sought within an approved skills package;

b) whether the employee is or is likely to utilise 50% or more of the competencies mentioned above during his/her employment with the employer over a reasonable period of time;

c) whether the employee possess the skills required for the employee's base level of pay; and

d) the experience and/or qualifications of the employee in relevant indicative tasks nominated in the classification definitions contained in the appendix; and/or

If a dispute arises as to the proper classification of a position or job to be filled by an employee the matter will be determined in accordance with the dispute settlement procedure of this Document provided that the parties may seek to have the process informed by persons with technical/educational expertise to assist in the process of resolving the dispute and any other persons the parties believe would assist in the resolution of the dispute.

Classification Structure

| Classification | Relativity to Tradesperson (%) |
|---|---|
| Plumbing & Mechanical Services Classifications | |
| Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker | 90 |
| Plumbing and mechanical services worker level 3 | 100 |
| Plumbing and mechanical services tradesperson level 1 | 100 |
| Plumbing and mechanical services tradesperson level 2 | 105.2 |
| Plumbing and mechanical tradesperson - special class level 1 | 110 |
| Plumbing and mechanical services tradesperson - special class level 2 | 115 |
| Sprinkler Fitting Classifications | |
| Sprinkler Fitter Assistant | 86.29 |
| Sprinkler Fitting Tradesperson Level 2 | 105.2 |
| Sprinkler Fitting Tradesperson – special class level 1 | 110 |
| Sprinkler Fitting Tradesperson – special class level 2 | 115 |
| Roofing Classifications | |
| Roof Plumber (possessing relevant Certificate III trade qualification) | 105.2 |
| Roof Plumber (fully competent to trade level) | 100 |
| Roof Plumber (trade assistant) | 80 |
| Lagging Classifications | |
| New Entrant/ Assistant | 65 |
| Lagger Class C | 85 |
| Lagger Class D | 90 |
| Tradesperson, Lagger, Sheet Metal Worker | 100 |
| Apprentices | |
| 1st Year – Plumbing and Mechanical Stream | 40 |
| 2nd Year – Plumbing and Mechanical Stream | 55 |
| 3rd Year (also mature age 1st year, 2nd year and 3rd year) – Plumbing and Mechanical Stream | 75 |
| 4th Year – Plumbing and Mechanical Stream | 90 |
| 1st Year – Roofing Stream | 40 |
| 2nd Year – Roofing Stream | 60 |
| 3rd Year (also mature age 1st year, 2nd year and 3rd year) – Roofing Stream | 80 |
| 1st Year – Fire Sprinkler Fitting | |
| 2nd Year – Fire Sprinkler Fitting | |
| 3rd Year (also mature age 1st year, 2nd year and 3rd year) – Fire Sprinkler Fitting | |
| 4th Year – Fire Sprinkler Fitting | |

**Classification Definitions**

For clarity, supervisors of employees engaged under the below classifications will be engaged in accordance with CW8 in this Document.

(a) **Plumbing & Mechanical Services**

Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker

This classification incorporates, among other things, the following former classifications:

- Plumbing and mechanical services sheet metal worker level 1(a) new entrant under the age of 21 (after 12 months employees not offered an apprenticeship will be moved to Plumbing and Mechanical Services Worker level 1(b));
- Plumbing and mechanical services sheet metal worker level 1(b) (new entrant) over the age of 21;

- Plumbing and mechanical services worker level 2(a) (new entrant) - upon commencement in the industry;
- Plumbing and mechanical services worker level 2(b) - after three months in the industry (after three months in the industry or, for those translating from level 1, 3 months at level 2(a));
- Plumbing and mechanical services worker level 2(c) - after twelve months in the industry (after twelve months in the industry or, for those translating from level 1, following 12 months at level 2(b));
- Plumbing and mechanical services worker level 2(d) - upon fulfilling the substantive requirements of plumbing and mechanical services worker level 2(d);

This classification further incorporates where work is performed by a Trades Assistant "of an unskilled nature" as defined by the Plumbing and Drainage Act 2002, as amended and/ or replaced from time to time. Subject to any determination of the Plumbers and Drainers Board the parties to this Document define work of an unskilled nature to mean:

Organising of tools;

Painting of pipe;

Carry pipe around the work site;

Lay pipe out;

Assist in measuring up;

Concreting around pipes;

Install penetration seals;

Assist in fire rating;

Clean up;

Carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and

Pick up and deliver material and equipment to site.

A Plumbing and Mechanical Services Worker Level 2(d) is an employee who has fulfilled the substantive requirements of a Plumbing and Mechanical Services Worker Level 2(d) as detailed below. An employee at this level will have:

- For Plumbing and Mechanical Services workers - successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 1 consisting of sixteen appropriate modules of structured training agreed to between the parties to this Document; or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standard covering the same content as the above modules of training.

An employee at this level performs work above and beyond the skills of an employee at Plumbing and Mechanical Services Worker Level 2(c) and to the level of her/his training:

- Assists in the co-ordination of work in a team environment or works individually under general supervision.
- Is responsible for ensuring the quality of their own work.
- Exercises discretion within their level of skill and training.
- Has an understanding of the construction processes within the services stream.
- Assists in the provision of on-the-job training to a limited degree.
- Works from instructions and procedures.
- Implements basic fault-finding and problem solving skills within the employee's sphere of work.
- Measures accurately for their area of operation.
- Works in a safe manner.
- Interacts harmoniously with employees of other companies on site or at the workplace.
- Adapts to a changing work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Erect and dismantle scaffolding.
- Assist with rigging.
- Undertake basic oxy cutting.
- Execute shoring/trenching.
- Undertake site drainage and de-watering.
- Assisting one or more tradespersons.
- Safely handle waste.
- Use tools, plant and equipment requiring the exercise of skill and knowledge beyond that of an employee at Plumbing and Mechanical Services Worker Level 1(c).

**Plumbing Mechanical Services Worker Level 3 (100%)**

A Plumbing and Mechanical Services Worker Level 3 is an employee who has:

- successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Certificate 2 of formal structured training agreed to between the parties to this Document: or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training: or
- Is a licensed Drainer

Employee at this level performs work to the level of her/his training:

- Exercises good interpersonal communication skills.
- Exercises discretion within their level of training.
- Understands and applies quality control techniques.
- Performs work under general supervision either individually or in a team environment.
- Has knowledge of the four streams within the building and construction industry and how they inter-relate.
- Works in a safe manner.
- Having been given adequate written or verbal instruction, be able to control their own schedule of work and meet objectives with general supervision
- Is capable of detailed measuring techniques.
- Interacts with and assists employees of other companies on site or at the workplace.
- Anticipates and plans for constant changes to the work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Operating a laser when carrying out levelling.
- Read and interpret plans and specifications.
- Operate machinery and equipment.
- Assists with informal on-the-job guidance to other employees to a limited degree.
- Performs work for which a Drainers license is required.

**Plumbing Mechanical Services Tradesperson Level 1 (100%)**

A Plumbing and Mechanical Services Tradesperson Level 1 is an employee who is not a licensed drainer or performing mechanical services pipe-work but perform work of a skilled trade nature for which registration with a recognised licensing authority is not required although the person may not be formally trade qualified and who is able to exercise the skill and knowledge of the relevant trade:

- Exercises good interpersonal and communication skills.
- Reads, interprets and applies information from plans.
- Understands and applies quality control techniques.
- Exercises discretion within the scope of this grade.
- Performs work under general supervision either individually or in a team environment.
- Is able to perform tasks safely and be able to identify hazards within their sphere of work.
- Assists with informal on-the-job guidance to a limited degree.

- Performs non-trade tasks incidental to their work.
- Has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the services stream and how they relate to the other areas of the services stream.
- Performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this APPENDIX as it applied prior to this Document who is not:

- Engaged on tasks purely of an unskilled nature
- A Licensed Drainer
- A Licensed Plumber
- A Licensed Gasfitter
- A Mechanical Plumber performing any Mechanical Services Pipe-work
- Holding a trade certificate level 3 in a trade within the national plumbing training packages.

For clarity, this classification includes, among other things, non-licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

**Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)**

A Plumbing and Mechanical Services Tradesperson Level 2 is either:

- a Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or
- A person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this Document; or
- A person who holds a trade certificate level 3 in Engineering – Fabrication.

A Plumbing and Mechanical Services Tradesperson Level 2works above and beyond a Plumbing and Mechanical Services tradesperson at Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Works under general supervision either individually or in a team environment.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a work team.

- Exercises discretion within the scope of this grade.
- Has knowledge of occupational, health and safety requirements subject to the level of their training.
- Reads, interprets and applies information from plans.

For a Plumbing and Mechanical Services Tradesperson Level 2, the following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable them to perform the particular tasks:

- Exercises skills involved in fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Where a skills package has been identified and approved by the CSQ Services Skills Advisory Committee as core skills possessed by plumbers within the construction industry within each field of work of the services stream then such skills shall be a perquisite for further progression under this career path.

Where an employee possesses less than half of the skills identified above the employer may require such employee to undertake gap training until such employee is competent within the field of work.

For clarity, this classification includes, among other things, licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

**Plumbing and Mechanical Services Tradesperson Special Class Level 1 (110%)**

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 is a Plumbing and Mechanical Services Tradesperson Level 2 who has successfully completed the following training requirements:

- has been assessed as a competent plumber within the relevant field of work; and
- three appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 2; or
- the equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a team
- Exercises discretion within the scope of this grade.
- Works under limited supervision, either individually or in a team environment.
- Reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialised techniques.
- Schedule and plan work activity
- Write brief reports on work activity.
- Have knowledge of the Australian Standards applying to their sphere of work.
- Recognise hazards associated with tasks in their field of work.
- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

**Plumbing and Mechanical Services Tradesperson - Special Class Level 2 (115%)**

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who successfully completed the following training requirements:

- three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or
- equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Provides trade guidance and assistance as part of a work team.
- Understands and implements quality control techniques.
- Works either independently within the skill level of the employee, or in a team environment with limited supervision.
- Reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- Exercises high precision trade skills using various materials and/or specialised techniques.
- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning

of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

(b) **Sprinkler Fitting**

**Sprinkler Fitting Assistant (86.29%)**

The Plumbing and Drainage Act 2003 limits work done by a Trades Assistant to work "of an unskilled nature". Subject to any determination of the Plumbers and Drainers Board the parties to this Document define work of an unskilled nature to mean:

Organising of tools;

Painting of pipe;

Carry pipe around the work site;

Lay pipe out;

Assist in measuring up;

Concreting around pipes;

Install penetration seals;

Assist in fire rating;

Clean up;

Carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and

Pick up and deliver material and equipment to site.

**Sprinkler Fitting Tradesperson Level 2 (105%)**

A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson at level 1 and to the level of her/his training.

Exercises the skills attained through completion of the training prescribed for this classification.

Works under general supervision either individually or in a team environment.

Understands and implements quality control techniques.

(d) Provides trade guidance and assistance as part of a work team.

(e) Exercises discretion within their level of training.

(f) Has knowledge of occupational, health and safety requirements subject to the level of their training.

(g) Reads, interprets and applies information from plans.

The following indicative task which an Employee at this level may perform is subject to the Employee having the appropriate Trade and Post Trade training to enable them to perform the particular task:

- exercises the skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, C02 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

**Sprinkler Fitting Tradesperson - Special Class Level 1 (110%)**

A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level II and to the level of her/his training

Exercises the skills attained through completion of the training prescribed for this classification.

Understands and implements quality control techniques.

Provides trade guidance and assistance as part of a team.

Works under limited supervision either individually or in a team environment.

Reads, interprets and applies information from plans.

Exercises discretion within their level of training.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialized techniques.
- Schedules and plan work activity.
- Writes brief reports on work activity.
- Has knowledge of the Australian Standards applying to their sphere of work.
- Recognises hazards associated with tasks in their field of work.
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

**Sprinkler Fitting Tradesperson - Special Class Level 2 (115%)**

A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have

equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of her/his training:

(a) Exercises the skills attained through completion of the training prescribed for this classification.

Provides trade guidance and assistance as part of a work team.

Understands and implements quality control techniques.

Works under limited supervision either individually or in a team environment.

Reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- exercises high Precision Trade Skills using various materials and/or specialised techniques;
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

(c) **Lagging**

**New Entrant/ Assistant (65%)**

An employee who does not meet the requirements of any other classification.

**Lagger Class C (85%)**

Is a worker who has completed 12 months within the industry and can carry out two of the below work classes with limited supervision and be credited with and carry out two of the above work classes.

- External insulation
- Internal insulation
- Chilled water insulation
- Acoustic insulation

**Lagger Class D (90%)**

Is an employee who has 12 + months experience and who can carry out all of the above.

**Tradesperson, Lagger, Sheet Metal Worker (100%)**

Is an employee who can carry out, and is accredited in all of the above work classes and manufactures and fits sheathing.

## Adult Apprentices

**Adult apprentices** are apprentices who commence their apprenticeship at the age of 21 years or older.

Adult apprentices engaged under any of the classifications set out in clause 1 of this Appendix will be paid a minimum rate equal to the rate of pay for a third year apprentice, for the first three years of the apprenticeship.

## Apprentices: Plumber Competencies

For those plumbing apprentices that commence their employment during the life of this Document, they will have successfully gained the following nominated training outcomes in conjunction with the 4 year term of
their apprenticeship;

- General Induction for Construction
- Plumbers and Drainers Licence
- Senior First Aid
- Backflow Accreditation
- TMV Accreditation
- Scissor Lift and over 11 metre EWP Accreditation
- Manual Handling Awareness
- Confined Space

## Rates of Pay

| Classification | Relativity to Tradesperson (%) | 1/7/2018 | 1/7/2019 | 1/7/2020 | 1/7/2021 | 1/7/2022 | 1/7/2023 |
|---|---|---|---|---|---|---|---|
| Plumbing & Mechanical Services Classifications | | | | | | | |
| Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker | 90 | $41.55 | $43.63 | $45.81 | $48.10 | $50.50 | $53.03 |
| Plumbing and mechanical services worker level 3 | 100 | $46.16 | $48.47 | $50.89 | $53.44 | $56.11 | $58.91 |
| Plumbing and mechanical services tradesperson level 1 | 100 | $46.16 | $48.47 | $50.89 | $53.44 | $56.11 | $58.91 |
| Plumbing and mechanical services tradesperson level 2 | 105.2 | $48.53 | $50.96 | $53.50 | $56.18 | $58.99 | $61.94 |
| Plumbing and mechanical tradesperson - special class level 1 | 110 | $50.77 | $53.31 | $55.97 | $58.77 | $61.71 | $64.80 |
| Plumbing and mechanical services tradesperson - special class level 2 | 115 | $53.06 | $55.71 | $58.50 | $61.42 | $64.49 | $67.72 |
| Sprinkler Fitting Classifications | | | | | | | |
| Sprinkler Fitter Assistant | 86.29 | $41.40 | $43.47 | $45.64 | $47.93 | $50.32 | $52.84 |
| Sprinkler Fitting Tradesperson Level 2 | 105.2 | $48.53 | $50.96 | $53.50 | $56.18 | $58.99 | $61.94 |
| Sprinkler Fitting Tradesperson – special class level 1 | 110 | $50.77 | $53.31 | $55.97 | $58.77 | $61.71 | $64.80 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sprinkler Fitting Tradesperson – special class level 2 | 115 | $53.06 | $55.71 | $58.50 | $61.42 | $64.49 | $67.72 |
| Roofing Classifications | | | | | | | |
| Roof Plumber (possessing relevant Certificate III trade qualification) | 105.2 | $48.53 | $50.96 | $53.50 | $56.18 | $58.99 | $61.94 |
| Roof Plumber (fully competent to trade level) | 100 | $46.16 | $48.47 | $50.89 | $53.44 | $56.11 | $58.91 |
| Roof Plumber (trade assistant) | 80 | $36.93 | $38.78 | $40.72 | $42.75 | $44.89 | $47.13 |
| Lagging Classifications | | | | | | | |
| New Entrant/ Assistant | 65 | $30.01 | $31.51 | $33.08 | $34.74 | $36.47 | $38.30 |
| Lagger Class C | 85 | $39.23 | $41.19 | $43.25 | $45.41 | $47.68 | $50.07 |
| Lagger Class D | 90 | $41.55 | $43.63 | $45.81 | $48.10 | $50.50 | $53.03 |
| Tradesperson, Lagger, Sheet Metal Worker | 100 | $46.16 | $48.47 | $50.89 | $53.44 | $56.11 | $58.91 |
| Apprentices (Except Roofing and Sprinkler Fitting) | | | | | | | |
| 1st Year | 40 | $18.47 | $19.39 | $20.36 | $21.38 | $22.45 | $23.57 |
| 2nd Year | 55 | $25.39 | $26.66 | $27.99 | $29.39 | $30.86 | $32.40 |
| 3rd Year (also mature age 1st year, 2nd year and 3rd year) | 75 | $34.63 | $36.36 | $38.18 | $40.09 | $42.09 | $44.20 |
| 4th Year | 90 | $41.55 | $43.63 | $45.81 | $48.10 | $50.50 | $53.03 |
| Apprentices (Roofing) | | | | | | | |
| 1st Year | 40 | $18.47 | $19.39 | $20.36 | $21.38 | $22.45 | $23.57 |
| 2nd Year | 60 | $27.70 | $29.08 | $30.54 | $32.06 | $33.67 | $35.35 |
| 3rd Year (also mature age 1st year, 2nd year and 3rd year) | 80 | $36.93 | $38.78 | $40.72 | $42.75 | $44.89 | $47.13 |
| Apprentices (Sprinkler Fitting) | | | | | | | |
| 1st Year | | $23.98 | $25.18 | $26.44 | $27.76 | $29.15 | $30.61 |
| 2nd Year | | $26.40 | $27.72 | $29.11 | $30.56 | $32.09 | $33.69 |
| 3rd Year | | $35.92 | $37.72 | $39.60 | $41.58 | $43.66 | $45.84 |
| 4th Year (also mature age 1st year, 2nd year and 3rd year) | | $43.18 | $45.34 | $47.61 | $49.99 | $52.49 | $55.11 |

**1. Allowances**

**2. Employees Accepting Responsibility to Statutory Authorities**

This allowance applies to employees within the classifications set out in SECTION TWO of this appendix.
An Employee who is required to act on their plumbers or gasfitters licence/s issued by an appropriate state authority will be paid an additional amount per week for each week of their employment whether or not they have in fact acted on such licence/s. Acting on one's licence will mean signing of notices, assuming responsibility to relevant authorities.

**3. Compensation for Tools and Clothing**

An Employee whose clothes, spectacles, hearing aid, or tools have been accidentally spoilt by acid, sulphur or other substances will be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the employee and the employer.

An Employee will be reimbursed by the Employer to the maximum amount in APPENDIX ONE, SECTION FIVE for loss of tools or clothing by fire or breaking and entering whilst securely stored at the Employer's direction in a room or building on the Employer's premises, job or workshop, or if the tools are lost or stolen while being transported by the Employee at the employers' direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an Employee's absence after

leaving the job because of injury or illness. An Employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.

The parties agree that strict adherence on both sides regarding use and provision of storage facilities is to be adhered to. Compensation will not be applied where an Employee has not followed the Employer's clear instructions.

Where an Employee is absent from work because of illness or accident and has advised the Employer, the Employer will ensure that the Employee's tools are securely stored during their absence. In the event that these tools are lost or stolen, the amount payable for compensation for tools applies.

Reimbursements will be at the current replacement value of new tools of the same or comparable quality.

The Employee will report any theft to the police prior to making a claim on the Employer for replacement of stolen tools

**4. Apprentices Training**

In addition to provisions elsewhere in this Document at clause 18, Apprentices shall be paid all wages and allowances as specified by this Document whilst attending training including daily fares and travel. All time spent attending training in the course of the apprenticeship shall count as time served for all purpose.

**5. Training**

In addition to provisions elsewhere in this Document at clause 19, "All reasonable costs associated with training, including meals, accommodation and course fees will be paid by the Employer."

**6. Public and Product Liability Insurance**

The Employer will maintain Public and Product Liability insurance that adequately covers all employees for all aspects of their work, including work carried out for the employer under the individuals licence. Where the employer does not maintain adequate insurance, and a claim is made against an employee, the employer will indemnify the individual concerned.

**7. Call Back**

An Employee recalled to work overtime after leaving the Project site(whether notified before or after leaving the site) will be paid for a minimum of three hours work at the appropriate rates for each time they are so recalled. Except in the case of unforeseen circumstances arising the Employee will not be required to work the full three hours if the job or jobs they were recalled to perform is completed within a shorter period.

**8. The Services Trades Queensland (STQ)**

STQ is a partnership between the Plumbers Union Qld and the Services Trades sectors of:

- plumbing;
- air conditioning and mechanical services; and
- fire protection.

As represented by their respective employer associations:

- the Master Plumbers Association Queensland,
- the National Fire Industry Association Queensland; and
- Air Conditioning and Mechanical Contractors Association Queensland.

STQ's purpose is to advance the services trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and Employee engagement particularly by enabling future orientated skills and competencies development. STQ's core business objectives are:

- increasing Services Trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

The Employer agrees to support STQ by contributing for each Employee who is paid in accordance with this Document under the classifications set out in APPENDIX ONE SECTION TWO the weekly amount of:

| From 1/07/2018 | From 1/7/2019 | From 1/7/2020 | From 1/7/2021 | From 1/7/2022 | From 1/7/2023 |
|---|---|---|---|---|---|
| $25.00 | $30.00 | $35.00 | $40.00 | $45.00 | $50.00 |

For clarity, this amount is paid in addition to BEWT.
Contributions will continue to be paid on behalf of an Employee during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and Q-Leave.

Contributions shall be calculated on a weekly basis paid monthly into the STQ Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.

The minimum employer contribution to STQ will be no less than for two Employees.

Upon signing this Document, the Employer will be liable to contribute an amount as specified in the trust deed on such dates as required.

## 3. SECTION THREE – Electrical Workers

**This APPENDIX ONE, SECTION THREE reflects the Document of the Parties respondent to this Document in respect of, among other things, classifications and wage rates and for Electrical Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.**

### Wages

| COMMERCIAL CONSTRUCTION | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Grade | 1/07/2018 | | 1/07/2019 | | 1/07/2020 | | 1/07/2021 | | 1/07/2022 | | 1/07/2023 | |
| | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly |
| Electrical Worker Grade 10 | $2,391.86 | $66.44 | $2,511.45 | $69.76 | $2,637.03 | $73.25 | $2,768.88 | $76.91 | $2,907.32 | $80.76 | $3,052.69 | $84.80 |
| Electrical Worker Grade 9 | $2,197.47 | $61.04 | $2,307.34 | $64.09 | $2,422.71 | $67.30 | $2,543.85 | $70.66 | $2,671.04 | $74.20 | $2,804.59 | $77.91 |
| Electrical Worker Grade 8 | $2,132.46 | $59.24 | $2,239.08 | $62.20 | $2,351.04 | $65.31 | $2,468.59 | $68.57 | $2,592.02 | $72.00 | $2,721.62 | $75.60 |
| Electrical Worker Grade 7 | $2,002.78 | $55.63 | $2,102.92 | $58.41 | $2,208.06 | $61.34 | $2,318.47 | $64.40 | $2,434.39 | $67.62 | $2,556.11 | $71.00 |
| Electrical Worker Grade 6 | $1,932.81 | $53.69 | $2,029.45 | $56.37 | $2,130.92 | $59.19 | $2,237.47 | $62.15 | $2,349.34 | $65.26 | $2,466.81 | $68.52 |
| Foreman Rate Grade 2 | $1,890.05 | $52.50 | $1,984.55 | $55.13 | $2,083.78 | $57.88 | $2,187.97 | $60.78 | $2,297.37 | $63.82 | $2,412.24 | $67.01 |
| Foreman Rate Grade 1 | $1,849.87 | $51.39 | $1,942.36 | $53.95 | $2,039.48 | $56.65 | $2,141.46 | $59.48 | $2,248.53 | $62.46 | $2,360.95 | $65.58 |
| **Electrical Worker Grade 5** | **$1,769.50** | **$49.15** | **$1,857.98** | **$51.61** | **$1,950.87** | **$54.19** | **$2,048.42** | **$56.90** | **$2,150.84** | **$59.75** | **$2,258.38** | **$62.73** |
| Electrical Fitter | $1,727.03 | $47.97 | $1,813.38 | $50.37 | $1,904.05 | $52.89 | $1,999.25 | $55.53 | $2,099.22 | $58.31 | $2,204.18 | $61.23 |
| Communication Technician | $1,679.23 | $46.65 | $1,763.19 | $48.98 | $1,851.35 | $51.43 | $1,943.92 | $54.00 | $2,041.11 | $56.70 | $2,143.17 | $59.53 |
| Electrical Worker Grade 4 | $1,638.27 | $45.51 | $1,720.18 | $47.78 | $1,806.19 | $50.17 | $1,896.50 | $52.68 | $1,991.33 | $55.31 | $2,090.89 | $58.08 |
| Electrical Worker Grade 3 | $1,552.04 | $43.11 | $1,629.64 | $45.27 | $1,711.12 | $47.53 | $1,796.68 | $49.91 | $1,886.51 | $52.40 | $1,980.84 | $55.02 |
| Electrical Worker Grade 2 | $1,465.82 | $40.72 | $1,539.11 | $42.75 | $1,616.07 | $44.89 | $1,696.87 | $47.14 | $1,781.71 | $49.49 | $1,870.80 | $51.97 |
| Electrical Worker Grade 1 | $1,379.59 | $38.32 | $1,448.57 | $40.24 | $1,521.00 | $42.25 | $1,597.05 | $44.36 | $1,676.90 | $46.58 | $1,760.75 | $48.91 |
| | | | | | | | | | | | | |
| **These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.** | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| **LIFT MECHANICS - ELECTRICAL & MECHANICAL** | | | | | | | | | | | | |
| Grade | 1/07/2018 | | 1/07/2019 | | 1/07/2020 | | 1/07/2021 | | 1/07/2022 | | 1/07/2023 | |
| | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly |
| Tuner - Level 1 | $2,197.47 | $61.04 | $2,307.34 | $64.09 | $2,422.71 | $67.30 | $2,543.85 | $70.66 | $2,671.04 | $74.20 | $2,804.59 | $77.91 |
| Tuner - Level 2 | $2,052.00 | $57.00 | $2,154.60 | $59.85 | $2,262.33 | $62.84 | $2,375.45 | $65.98 | $2,494.22 | $69.28 | $2,618.93 | $72.75 |
| Tuner - Level 3 | $2,002.78 | $55.63 | $2,102.92 | $58.41 | $2,208.06 | $61.34 | $2,318.47 | $64.40 | $2,434.39 | $67.62 | $2,556.11 | $71.00 |
| Electrcian - Special Class | $1,932.81 | $53.69 | $2,029.45 | $56.37 | $2,130.92 | $59.19 | $2,237.47 | $62.15 | $2,349.34 | $65.26 | $2,466.81 | $68.52 |
| Mechanical Fitter - Special Class | $1,909.44 | $53.04 | $2,004.91 | $55.69 | $2,105.16 | $58.48 | $2,210.42 | $61.40 | $2,320.94 | $64.47 | $2,436.98 | $67.69 |
| Electrician | $1,769.50 | $49.15 | $1,857.98 | $51.61 | $1,950.87 | $54.19 | $2,048.42 | $56.90 | $2,150.84 | $59.75 | $2,258.38 | $62.73 |
| Mechanical Fitter | $1,727.03 | $47.97 | $1,813.38 | $50.37 | $1,904.05 | $52.89 | $1,999.25 | $55.53 | $2,099.22 | $58.31 | $2,204.18 | $61.23 |
| Trades Assistant | $1,638.27 | $45.51 | $1,720.18 | $47.78 | $1,806.19 | $50.17 | $1,896.50 | $52.68 | $1,991.33 | $55.31 | $2,090.89 | $58.08 |
| | | | | | | | | | | | | |
| **APPRENTICES** | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| **Apprentices** | | | | | | | | | | | | |
| First Year | $973.23 | $27.03 | $1,021.89 | $28.39 | $1,072.98 | $29.81 | $1,126.63 | $31.30 | $1,182.96 | $32.86 | $1,242.11 | $34.50 |
| Second Year | $1,150.18 | $31.95 | $1,207.68 | $33.55 | $1,268.07 | $35.22 | $1,331.47 | $36.99 | $1,398.04 | $38.83 | $1,467.95 | $40.78 |
| Third Year | $1,327.13 | $36.86 | $1,393.48 | $38.71 | $1,463.16 | $40.64 | $1,536.31 | $42.68 | $1,613.13 | $44.81 | $1,693.79 | $47.05 |
| Fourth Year | $1,592.55 | $44.24 | $1,672.18 | $46.45 | $1,755.79 | $48.77 | $1,843.58 | $51.21 | $1,935.75 | $53.77 | $2,032.54 | $56.46 |
| | | | | | | | | | | | | |
| **Adult Apprentices** | | | | | | | | | | | | |
| First Year | $1,327.13 | $36.86 | $1,393.48 | $38.71 | $1,463.16 | $40.64 | $1,536.31 | $42.68 | $1,613.13 | $44.81 | $1,693.79 | $47.05 |
| Second Year | $1,415.60 | $39.32 | $1,486.38 | $41.29 | $1,560.70 | $43.35 | $1,638.73 | $45.52 | $1,720.67 | $47.80 | $1,806.70 | $50.19 |
| Third Year | $1,486.38 | $41.29 | $1,560.70 | $43.35 | $1,638.73 | $45.52 | $1,720.67 | $47.80 | $1,806.70 | $50.19 | $1,897.04 | $52.70 |
| Fourth Year | $1,592.55 | $44.24 | $1,672.18 | $46.45 | $1,755.79 | $48.77 | $1,843.58 | $51.21 | $1,935.75 | $53.77 | $2,032.54 | $56.46 |

**TRADES ASSISTANTS**

a) All trades assistants will be paid (but not classified) in accordance with the provisions for electrical worker grade 4 as per this Document.

b) Trades assistants will not perform electrical work.

In addition to the allowances set out in Section 5 of this Appendix, the following allowances will apply to electrical workers:

**Allowances – Lift Industry:**

| **Leading Hand Allowance – All Purpose per hour** | 1/07/2018 | 1/07/2019 | 1/07/2020 | 1/07/2021 | 1/07/2022 | 1/07/2023 |
|---|---|---|---|---|---|---|
| Less than 5 employees | $2.33 | $2.45 | $2.57 | $2.70 | $2.83 | $2.98 |
| More than 6 – less than 10 | $2.91 | $3.05 | $3.21 | $3.37 | $3.54 | $3.71 |
| More than 10 | $3.50 | $3.67 | $3.85 | $4.05 | $4.25 | $4.46 |
| | | | | | | |
| **AUSTEL Allowance – Per week** | $20.00 | $20.00 | $20.00 | $20.00 | $20.00 | $20.00 |
| **Holder of a High Risk Work Licence – Per Week** | $20.00 | $20.00 | $20.00 | $20.00 | $20.00 | $20.00 |

**Qualified Technical Person (QTP) Allowance**

Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an Electrical Contracting Company.

The QTP who is required to fulfil the role of endorsee to the Electrical Contracting Company and sign the appropriate paperwork, will be paid the following all-purpose allowance, per week:

| 1/07/2018 | 1/07/2019 | 1/07/2020 | 1/07/2021 | 1/07/2022 | 1/07/2023 |
|---|---|---|---|---|---|
| $ 250.00 | $ 262.50 | $ 275.63 | $ 289.41 | $ 303.88 | $ 319.07 |

The Employer will support the QTP in meeting their obligations under the Electrical Safety Act.

The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin.
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

**Safety Glasses**

One pair of UV rated safety glasses or UV rated prescription lenses will be provided to employees who are required to work on reflective surfaces such as metal decking, large concrete slabs exposed to sunlight and roofing or curtain walling.

Employees who require them will provide, on commencement and during the term of their employment, prescription spectacles and lenses that meet the requirement of the Work Health and

Safety Act and Regulations.

The Employer will reimburse the employee up to $400.00 for the cost of the employee providing prescription spectacles and lenses. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses shall be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the employee's expense.

The parties agree that appropriate eyewear will be worn at all times during working hours and that all items shall be kept clean and in good repair. Where a safety issue is identified the area under dispute shall be isolated (if considered dangerous by either party), barriers put up, suitable notices attached and every effort should be made to solve the safety issue without any undue delay. Work may continue in all other areas, provided that there is no risk to health and safety in those areas, until a resolution on the issue is found.

**Tools – Electrical Workers**
**Storage of Tools:**

Suitable accommodation shall be provided for the preservation of the employee's tools and clothing. An electrical worker, whilst engaged on a construction site where they are unable to arrange suitable free storage accommodation for their tools, shall be provided with same by the Employer.

Provided further that, where an employee is absent from work because of illness or accident occurring during working hours, the Employer shall ensure that the employee's tools are either transported to the Employer's premises or are securely stored during their absence.

All employees shall be allowed such reasonable time as the Employer deems necessary during working hours on the last working day of each week to put their tools, benches and machines in order.

**Compensation for Loss of Tools:**

The Company is to provide a "tool list form" for completion by each employee on commencement. This form may be adjusted from time to time when the employee increases/decreases his tools.

Where the Company fails to provide the list as mentioned above the Company will be liable for all tools lost, as determined by the employee affected.

(i) Where tools are stored at a workplace

Tools stored at a workplace at the direction of the Company and which are lost due to flood, fire or by breaking and entering whilst securely stored in a lockup on major construction sites, a site shed, building or workshop must be replaced by the Company provided that:

(A) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and

(B) the loss is reported to the police.

(ii) Where tools are stored in a Company vehicle

Tools stored in a Company vehicle at the Company direction and which are lost due to flood, fire or by breaking and entering or by the vehicle being stolen must be replaced by the Company provided that:

(A) the employee has taken appropriate precautions to prevent the loss including locking the vehicle and any storage facilities on the vehicle; and

(B) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and

(C) the loss is reported to the police.

Tool replacement shall be based upon the same (or equivalent) standard and type to those declared under (i)(A) and (ii)(B).

However, if the Employer has requested the employee to supply a list of tools kept on the job and the employee has not supplied such a list the Employer's liability will be limited to a maximum amount of $1000.

**Classifications – Electrical Workers (excluding Lift Industry Workers)**

The percentage relativities referred to in Schedule 1 relate to percentages applying before the application of the first $8 arbitrated safety net adjustment made in accordance with the February and November 1994 Review of Wage Fixing Principles and payable under the November 1994 State Wage Case decision.

**1.1 G1 - Electrical Worker Grade 1**

(1) An Electrical Worker Grade 1 is a labourer not otherwise provided for in this Document, who is doing labouring work and employed as such.

**1.2 G2 - Electrical Worker Grade 2 - 85% of Base Rate**

(1) An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and

(a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training;

(b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

**1.3 G3 - Electrical Worker Grade 3**

(1) An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and

(a) without limiting the scope of the work the employee may perform the work described below to the level of their training:
  (i) is engaged in storework; or
  (ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or
  (iii) inspects and tests fire alarm or security alarm equipment; or
  (iv) under the supervision of a tradesperson or electronics serviceperson;
    (1) installs radio, communications and related equipment including antenna; or
    (2) installs fire alarm or security alarm equipment; or
    (3) installs data and communication cabling
(b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(2) Included in this Grade is the work of:

(a) Electronic Equipment Tester/Installer Level 1; and
(b) Purchasing clerk.

### 1.4 G4 - Electrical Worker Grade 4[1]

(1) An Electrical Worker Grade 4 is an employee who:

(a) has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of their training is an employee who:
  (i) is accredited to perform
    (1) scaffolding; or
    (2) rigging; or
  (ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
  (iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson;
    (1) installs radio, communications and related equipment including antenna; or
    (2) installs fire alarm or security alarm equipment; or
    (3) installs, terminates and tests data, and communication cabling
  (iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.
(b) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(2) Included in this grade is the work of:

(a) Purchasing Clerk/Storeperson;
(b) Electronic Equipment Tester/Installer Level 2; and
(a) Alarm security tester grade 2.

### 1.5 G5 - Electrical Worker Grade 5

(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who;

(a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or
(b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or
(c) has successfully completed an appropriate instrumentation trade course; or
(d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or
(e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

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(2) Included in this grade is the work of:

(a) Electrical Fitter;

(b) Electrical Fitter (Instrumentation and Process Control);

[1] All trades assistants will be paid (but not classified) in accordance with the provisions for electrical worker grade 4 as per this Document

(c) Electrical Mechanic;

(d) Alarm Security Technician Grade 1;

(e) Alarm Security Tester Grade 3;

(f) Television/radio/electronic Serviceperson/mechanic Level 1;

(g) Instrument Tradesperson Level 1;

(h) Refrigeration/Air-Conditioning Tradesperson Level 1; and

(i) Linesperson/Cable Jointer Level 1.

**1.6 G6 - Electrical Worker Grade 6**

(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition

(a) has successfully completed
  (i) 33% of the qualification specified for Grade 7; or
  (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Document; or

(b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Document through other means including a minimum of one years' experience as an Electrical Worker Grade 5.

(c) is employed to use the skills acquired through the training or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 2;
(b) Television/Radio/Electronic Serviceperson Level 2;
(c) Instrument Tradesperson Level 2;
(d) Refrigeration/Air-Conditioning Tradesperson Level 2;
(e) Linesperson/Cable Jointer Level 2; and
(f) Alarm/Security Technician Grade 2.

**1.7 G7 - Electrical Worker Grade 7**

(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years experience in the industry,

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 3;
(b) Communications Tradesperson - Special Class;
(c) Electrical Linesperson - Live Line;
(d) Electrician Special Class;
(e) Electronic Serviceperson Grade 3;
(f) Instrument Tradesperson - Complex Systems;
(g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and

(h) Television/Radio/Electronic Serviceperson Grade 3.

**1.8 G8 - Electrical Worker Grade 8**

(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years experience as an Electrical Worker Grade 7; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:
(a) Electronic Tradesperson;
(b) Instrumentation and Controls Tradesperson;
(c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and
(d) Installation Inspector. [see clause 1.6 - Definitions]

**1.9 G9 - Electrical Worker Grade 9**

(1) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Advanced Certificate or its formal equivalent; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 4;
(b) Electronic Serviceperson Grade 4;
(c) Television/Radio/Electronic Serviceperson Grade 4; and
(d) Refrigeration/Air-Conditioning Tradesperson Level 4.

**1.10 G10 - Electrical Worker Grade 10**

(1) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 5;
(b) Television/Radio/Electronic Serviceperson Grade 4;
(c) Electronic Serviceperson Level 5;
(d) Instrument Tradesperson Level 5; and
(e) Refrigeration/Air-Conditioning Tradesperson Level 5.

## 2. Classification Definitions

2.1 "**Alarm/Security Technician Grade 1**" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.2 "**Alarm/Security Technician Grade 2**" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

2.3 "**Alarm/Security Technician Grade 3**" means an Alarm/Security Technician who:

(a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,

(b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

2.4 "**Alarm/Security Technician Grade 4**" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.5 "**Alarm/Security Tester Grade 1**" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

2.6 "**Alarm/Security Tester Grade 2**" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

2.7 "**Alarm/Security Tester Grade 3**" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.8 "**Communications Tradesperson - Special Class**" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in clause 1.6.10(a), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

2.9 "**Electrical Fitter**" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.10 "**Electrical Fitter (Instrumentation and Process Control**)" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.11 **"Electrical Foreperson Grade 1"** means a suitably qualified Electrical Tradesperson, who is employed as Foreperson Grade 1 and is responsible for the successful completion of a project or projects in line with the schedule of work as programmed. Such employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 1 could be required to supervise Leading Hands and other employees;

2.12 **"Electrical Foreperson Grade 2"** means a suitably qualified Electrical Tradesperson, who is employed as a Foreperson Grade 2 and who is given the responsibility for the successful completion of projects in line with the schedule of work as programmed. Such employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 2 could be required to supervise Forepersons Grade 1, Leading Hands and other employees;

2.13 **"Electrical Labourer**" shall mean an employee, not otherwise provided for in this Document, who is doing work necessary for electrical work.

2.14 **"Electrical Mechanic**" shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.15 **"Electrical Storeperson**" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and

television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Document.

2.16 **"Electrical Tradesperson's Assistant"** shall mean an employee directly assisting a tradesperson.

2.17 "**Electronics Tradesperson**" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.
(b) Work under minimum supervision and technical guidance.
(c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or
(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.18 **"Fire-alarm Systems**" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

2.19 **"Installation Inspector**" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the *Electricity Act 1994*, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic
(b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:
    (i) AEL 223 - Electrical Installation Work.
    (ii) AEL 226 - Electrical Practices and Responsibilities.
    (iii) AEL 122 - Electrical Installation Testing.
(c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical

Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

2.20 "**Jointer"** shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.21 **"Radio Mechanic**" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

2.22 **"Refrigeration Mechanic or Serviceperson Grade I"** means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

2.23 **"Refrigeration Mechanic or Serviceperson Grade 2"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years experience as a tradesperson engaged on complex or intricate circuitry or both.

2.24 **"Refrigeration Mechanic or Serviceperson Grade 3"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

2.25 "**Refrigeration Mechanic or Serviceperson Grade 4**" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.
In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;
(b) Work under minimum supervision and technical guidance;
(c) Provide technical guidance within the scope of the work described in this definition; and

(d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

2.26 "**Security Alarm Systems**" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

2.27 **"Television Antenna Installer/Erector"** means an adult employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.

2.28 **"Television Mechanic"** shall mean an employee who is mainly employed to assemble and/or repair and/or service and/or test television receiving sets and/or parts.

**Classifications – Electrical Lift Industry Workers**

**Classifications**

It is the intention of the parties during the life of this Document that an appropriate classification system with minimum rates of pay for each classification will be agreed. This will include the assessment criteria to establish what is required to qualify for the classification level and the rate of pay assigned to that classification. Progression will be reliant upon a position being available at the company's discretion. An annual appraisal process will be developed and implemented to continuously assess employees against the criteria. Employees will be provided with training to advance to an available position and to maintain their competency at the attained level. Should anyone fall below the competency required for the classification level or they are no longer required to perform those tasks, they will drop to the rate below until such time as their competency level has increased again. Training will be provided to do this. Notwithstanding this, the classifications below will remain applicable for the life of the Document as will the rates of pay

3.1 Trades Assistant[2] means a person who has not obtained a trade qualification and who is not an Apprentice but has less than two years' experience working on the Installation, modernisation, repair and/or maintenance of lifts and escalators.

3.2 Fitter Qualified means a_ person who has trade qualifications in a relevant area, but has less than two years' experience working as a tradesman away from a workshop in the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators.

3.3 Fitter Special Class means a Fitter as defined in 1.2 above· who has performed work away from a workshop In the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators for a period of more than two years as a tradesman and has met the requirements of the Company's nominated skill and competency assessment process.

[2] All trades assistants will be paid (but not classified) in accordance with the provisions for electrical worker grade 4 as per this Document

3.4 Electrician Licensed means a person who has obtained and maintains a current QLD or recognised reciprocal electrical licence but has less than two years experience working as a tradesman away from a workshop in the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators.

3.5 Electrician Special Class means a qualified electrician as defined in 1.4 above who has performed work away from a workshop in the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators for at least two years as a tradesman or has a post trade electronics qualifications or equivalent and has met the requirements of the Company's nominated skill and competency assessment process.

3.6 Tuner Grade 3 means a qualified electrician as defined in 1.4 above who as a regular part of their work carries out the final tuning, set-up and limited testing of new lifts and modernised lifts across a limited range of the Schindler product and has met the requirements of the Company's nominated skill and competency assessment process.

3.7 Tuner Grade 2 means a qualified electrician as defined in 1.4 above who as a regular part of their work carries out the final tuning, set-up and full testing of new lifts and modernised lifts across a limited range of the Schindler product and has met the requirements of the Company's nominated skill and competency assessment process.

3.8 Tuner Grade 1 means a .qualified electrician as defined in 1.4 above who as a regular part of their work carries out the final tuning, set-up and full testing and set-up of new lifts and modernised lifts across the entire range of the Schindler product and has met the requirements of the Company's nominated skill and competency assessment process.

## 4. SECTION FOUR – Metal and Engineering Workers

**This APPENDIX ONE, SECTION FOUR reflects the Document of the Parties respondent to this Document in respect of, among other things, classifications and wage rates for Metal and Engineering Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.**

### 1. Classifications

The Classification levels for employees engaged under APPENDIX ONE SECTION FOUR shall be read in accordance with the Manufacturing and Associated Industries and Occupations Award 2010.
Wages for apprentices shall be calculated by applying a fixed percentage to the rates of specific trades as provided by the applicable award or order. Provided that the trade rate shall not include the hand tool or power tool allowances for the purposes of this calculation.

**Wage Group:C14**

(a) **Engineering/Manufacturing Employee—Level I**

(b) An Engineering/Manufacturing Employee—Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

(c) An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

(i) performs general labouring and cleaning duties;

(ii) exercises minimal judgement;

(iii) works under direct supervision;

(iv) is undertaking structured training so as to enable them to work at the C13 level.

**Wage Group:C13**

(d) **Engineering/Manufacturing Employee—Level II**

An Engineering/Manufacturing Employee—Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

(e) An employee at this level performs work above and beyond the skills of an employee at the C14 level and to the level of their skills, competence and training:

(i) works in accordance with standard operating procedures and established criteria;

(ii) works under direct supervision either individually or in a team environment;

(iii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;

(iv) understands and utilises basic statistical process control procedures;

(v) follows safe work practices and can report workplace hazards.

**Wage Group:C12**

(f) **Engineering/Manufacturing Employee—Level III**

An Engineering/Manufacturing Employee—Level III is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.

(g) An employee at this level performs work above and beyond the skills of an employee at the C13 level and to the level of their skills, competence and training:

(i) is responsible for the quality of their own work subject to routine supervision;

(ii) works under routine supervision either individually or in a team environment;

(iii) exercises discretion within their level of skills and training;

(iv) assists in the provision of on-the-job training.

**Wage Group:C11**

Engineering/Manufacturing Employee—Level IV

(h) An Engineering/Manufacturing Employee—Level IV is an employee who has completed an Engineering Production Certificate II or Certificate II in Engineering—Production Technology or equivalent so as to enable the employee to perform work within the scope of this level.

(i) An employee at this level performs work above and beyond the skills of an employee at the C12 level and to the level of their skills, competence and training:

(i) works from complex instructions and procedures;

(ii) assists in the provision of on-the-job training;

(iii) co-ordinates work in a team environment or works individually under general supervision;

(iv) is responsible for assuring the quality of their own work.

**Wage Group:C10**

Engineering/Manufacturing Tradesperson—Level I

(j) An Engineering/Manufacturing Tradesperson—Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

(i) Engineering Tradesperson (Mechanical)—Level I;

(ii) Engineering Tradesperson (Fabrication)—Level I;

(iii) Engineering Tradesperson (Sheet Metal)

(iv) Engineering Tradesperson (Insulation)

(v) or equivalent;

(vi) and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

(k) An Engineering/Manufacturing Tradesperson—Level I works above and beyond an employee at the C11 level and to the level of their skills, competence and training:

(i) understands and applies quality control techniques;

(ii) exercises good interpersonal and communications skills;

(iii) exercises keyboard skills at a level higher than the C11 level;

(iv) exercises discretion within the scope of this classification level;

(v) performs work under limited supervision either individually or in a team environment;

(vi) operates lifting equipment incidental to their work;

(vii) performs non-trade tasks incidental to their work;

(viii) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training;

(ix) inspects products and/or materials for conformity with established operational standards.

**Wage Group:C9**
**Engineering/Manufacturing Tradesperson—Level II**

(l) An Engineering/Manufacturing Tradesperson—Level II is an:

(i) Engineering Tradesperson (Mechanical)—Level II; or

(ii) Engineering Tradesperson (Fabrication)—Level II; or

(iii) equivalent.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(m) An Engineering/Manufacturing Tradesperson—Level II orks above and beyond a tradesperson at the C10 level and to the level of their skills and competence and training performs work within the scope of this level:

(i) exercises discretion within the scope of this classification;

(ii) works under limited supervision either individually or in a team environment;

(iii) understands and implements quality control techniques;

(iv) provides trade guidance and assistance as part of a work team;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

**Wage Group:C8**
**Engineering/Manufacturing Tradesperson—Special Class Level I**

(n) An Engineering/Manufacturing Tradesperson—Special Class Level I means a:

(i) Special Class Engineering Tradesperson (Mechanical)—Level I; or

(ii) Special Class Engineering Tradesperson (Fabrication)—Level I; or

(iii) equivalent

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(o) An Engineering/Manufacturing Tradesperson—Special Class Level I works above and beyond a tradesperson at the C9 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) provides trade guidance and assistance as part of a work team;

(ii) assists in the provision of training in conjunction with supervisors and trainers;

(iii) understands and implements quality control techniques;

(iv) works under limited supervision either individually or in a team environment;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

**Wage Group:C7**
**Engineering/Manufacturing Tradesperson—Special Class Level II**

(p) An Engineering/Manufacturing Tradesperson—Special Class Level II means a:

(i) Special Class Engineering Tradesperson (Mechanical)—Level II; or

(ii) Special Class Engineering Tradesperson (Fabrication)—Level II; or

(iii) Higher Engineering/Manufacturing Tradesperson; or

(iv) equivalent.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(q) An Engineering/Manufacturing Tradesperson—Special Class Level II works above and beyond a tradesperson at the C8 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) is able to provide trade guidance and assistance as part of a work team;

(ii) provides training in conjunction with supervisors and trainers;

(iii) understands and implements quality control techniques;

(iv) works under limited supervision either individually or in a team environment;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

**Wage Group:C6**
**Advanced Engineering Tradesperson—Level I**

(r) An Advanced Engineering Tradesperson—Level I means an:

(i) Advanced Engineering Tradesperson (Mechanical)—Level I; or

(ii) Advanced Engineering Tradesperson (Fabrication)—Level I;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(s) An Advanced Engineering Tradesperson—Level I works above and beyond a tradesperson at the C7 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) undertakes quality control and work organisation at a level higher than for the C7 level;

(ii) provides trade guidance and assistance as part of a work team;

(iii) assists in the provision of training to employees in conjunction with supervisors/trainers;

(iv) works under limited supervision either individually or in a team environment;

(v) prepares reports of a technical nature on specific tasks or assignments;

(vi) exercises broad discretion within the scope of this level;

(vii) operates lifting equipment incidental to their work;

(viii) performs non-trade tasks incidental to their work.

**Wage Group:C5**

**Advanced Engineering Tradesperson—Level II**

(t) An Advanced Engineering Tradesperson—Level II means an:

(i) Advanced Engineering Tradesperson (Mechanical)—Level II; or

(ii) Advanced Engineering Tradesperson (Fabrication)—Level II;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(u) An Advanced Engineering Tradesperson—Level II works above and beyond a tradesperson at the C6 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) provides technical guidance or assistance within the scope of this level;

(ii) prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;

(iii) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;

(iv) assists in the provision of on-the-job training in conjunction with supervisors and trainers;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

Apprentices

While Apprentices' wage rates are nominally based on a percentage of the relevant all-purpose trade rate (C10) for the work on which they are engaged, as set out below, they will be paid in accordance with the tables in APPENDIX ONE SECTION FOUR of this Document.

(v) 1st Year 55%

(w) 2nd Year 65%

(x) 3rd Year 75%

(y) 4th Year 90%

Adult apprentices:

(z) **Adult** means any person who is 21 years of age or over at the time of commencing an apprenticeship.

(aa) While Adult Apprentices' wage rates are nominally based on a percentage of the relevant all-purpose trade rate (C10) for the work on which they are engaged, as set out below, they will be paid in accordance with the tables in APPENDIX ONE SECTION FOUR of this Document.

(i) 1st Year 75%

(ii) 2nd Year 80%

(iii) 3rd Year 84%

(iv) 4th Year 90%

Existing employees

(bb) **Existing employee** will mean a person who has been employed by the Employer in a calling, or classification, relevant to the apprenticeship or traineeship for at least three months immediately prior to becoming an apprentice or trainee with that Employer.

(cc) Existing employees may participate in apprenticeships and traineeships. An existing employee shall not be required to serve any probationary period in relation to their contract of employment or for the purposes of the Training and Employment Act 2000. A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the employee's suitability for training under a Training Contract. Where the employee proves to be unsatisfactory for training under a Training Contract, the person shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract in accordance with subclause (hh).

(dd) Where existing employees commence an apprenticeship or traineeship, the Employer shall endeavour to minimise any adverse effects on other employees. Additionally, such other employees shall not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.

(ee) Existing employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee.

(ff) Provided that an existing employee who was engaged as a casual employee prior to becoming employed as a full-time or part-time apprentice or trainee shall not be entitled to retain casual loading.

(gg) An existing employee shall maintain continuity of employment despite having entered into an apprenticeship or traineeship.

(hh) Existing employees whose Training Contract is completed or cancelled shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

**Rates of Pay**

| Grade | 1/07/2019 | | 1/07/2020 | | 1/07/2021 | | 1/07/2022 | | 1/07/2023 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | pw | ph | pw | ph | pw | ph | pw | ph | pw | Ph |
| C5 (130%) | $2,239.65 | $62.23 | $2,351.64 | $65.33 | $2,469.22 | $68.60 | $2,592.68 | $72.02 | $2,722.32 | $75.62 |
| C6 (125%) | $2,153.51 | $59.83 | $2,261.19 | $62.81 | $2,374.25 | $65.96 | $2,492.96 | $69.25 | $2,617.61 | $69.80 |
| C7 (115%) | $1,981.23 | $55.04 | $2,080.29 | $57.79 | $2,184.31 | $60.69 | $2,293.53 | $63.71 | $2,408.20 | $66.90 |
| C8 (110%) | $1,895.09 | $52.65 | $1,989.85 | $55.28 | $2,089.34 | $58.05 | $2,193.81 | $60.94 | $2,303.50 | $63.99 |
| C9 (105%) | $1,808.95 | $50.25 | $1,899.40 | $52.76 | $1,994.37 | $55.41 | $2,094.09 | $58.17 | $2,198.79 | $61.08 |
| C10 (100%) | $1,722.81 | $47.86 | $1,808.95 | $50.25 | $1,899.40 | $52.77 | $1,994.37 | $55.40 | $2,094.09 | $58.17 |
| C11 (92.4%) | $1,591.87 | $44.22 | $1,671.47 | $46.43 | $1,755.05 | $48.76 | $1,842.80 | $51.19 | $1,934.94 | $53.75 |
| C12 (87.4%) | $1,505.74 | $41.83 | $1,581.02 | $43.92 | $1,533.91 | $46.12 | $1,743.08 | $48.42 | $1,830.23 | $50.84 |
| C13 (82%) | $1,412.70 | $39.25 | $1,483.34 | $41.21 | $1,557.51 | $43.27 | $1,635.38 | $45.43 | $1,717.15 | $47.70 |
| C14 (78%) | $1,343.79 | $37.33 | $1,410.98 | $39.20 | $1,481.53 | $41.16 | $1,555.61 | $43.21 | $1,633.39 | $45.37 |
| First Year (55%) | $947.55 | $26.32 | $994.92 | $27.64 | $1,044.67 | $29.02 | $1,096.90 | $30.47 | $1,151.75 | $31.99 |
| Second Year (65%) | $1,119.83 | $31.11 | $1,175.82 | $32.66 | $1,234.61 | $34.30 | $1,296.34 | $26.01 | $1,361.16 | $37.81 |
| Third Year (75%) | $1,292.10 | $35.90 | $1,356.71 | $37.69 | $1,424.55 | $39.58 | $1,495.78 | $41.55 | $1,570.57 | $43.63 |
| Fourth Year (90%) | $1,550.53 | $43.07 | $1,628.06 | $45.23 | $1,709.46 | $47.49 | $1,794.93 | $49.86 | $1,884.68 | $52.35 |
| First Year (75%) | $1,292.10 | $35.90 | $1,356.71 | $37.69 | $1,424.55 | $39.58 | $1,495.78 | $41.55 | $1,570.57 | $43.63 |
| Second Year (80%) | $1,378.25 | $38.29 | $1,447.16 | $40.20 | $1,519.52 | $42.22 | $1,595.50 | $44.32 | $1,675.27 | $46.54 |
| Third Year (84%) | $1,447.16 | $40.20 | $1,519.52 | $42.21 | $1,595.50 | $44.33 | $1,675.27 | $46.54 | $1,759.04 | $48.86 |
| Fourth Year (90%) | $1,550.53 | $43.07 | $1,628.06 | $45.23 | $1,709.46 | $47.49 | $1,794.93 | $49.86 | $1,884.68 | $52.35 |

**Allowances**

Welder – Special Class

(ii) An Engineering Tradesperson (Fabrication) or Engineering Tradesperson (Mechanical) employed as a C10 to C5 classification will be paid this allowance if the employee is;

(jj) Qualified, through passing the tests required (pre-employment and/or during employment on the respective Project), to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or

(kk) Qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

Welder Special Class – Exotic Materials

(ll) An Engineering Tradesperson (Fabrication) or Engineering Tradesperson (Mechanical) employed as a C10 to C5 classification will receive this allowance if they are qualified, through passing the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

(i) Stainless Steel (304, 310, 316 and 904 grade)

(ii) Aluminium

(iii) Chrome Molybdenum

(iv) Nine per cent (9%) Ni Steel

(v) A333 Grade 6

(mm) Such tests to be eligible for these allowances may be required prior to employment and during employment, on the Project, to ensure that qualifications are relevant and up to date.

(nn) This allowance only applies to Employees whose welds are recorded Non Destructive Tested (NDT) for the time so worked.

Welder Tested

This allowance is payable to Engineering Tradesperson (Fabrication) or Engineering Tradesperson (mechanical) (C10 to C5 classification) who, because of the requirements of the employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP. Some or all of these welds may be NDT treated.

## 5. SECTION FIVE - Allowances

This APPENDIX ONE, SECTION FIVE reflects the Document of the Parties respondent to this Document in respect of allowances for Construction Workers, Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Workers, Electrical Workers and Metal and Engineering Workers as the context requires.

**Engagement of more than one mobile crane**

(a) Where more than one crane is engaged on any single lift the following additional payments shall be made:

(i) Where two mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| $4.21 | $4.42 | $4.64 | $4.87 | $5.11 | $5.37 |

(ii) Where three mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| $8.10 | $8.50 | $8.93 | $9.37 | $9.84 | $10.33 |

(iii) Where four mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| $12.45 | $13.07 | $13.72 | $14.41 | $15.13 | $15.89 |

Where more than mobile four cranes are engaged the crane crew shall be paid at the following additional amount per lift:

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| $16.45 | $17.27 | $18.13 | $19.04 | $20.00 | $21.00 |

Hourly allowances unless specified otherwise:

| ALLOWANCE TITLE | From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|---|
| Acid work | $2.47 | $2.59 | $2.72 | $2.86 | $3.00 | $3.15 |
| Asbestos | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Asbestos eradication | $3.03 | $3.18 | $3.34 | $3.51 | $3.68 | $3.87 |
| Bagging | $0.86 | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 |
| Bitumen | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| laying or lifting other than standard bricks Over 5kg but under 9kg | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Over 9kg but under 18kg | $1.69 | $1.77 | $1.86 | $1.95 | $2.05 | $2.15 |
| 18kg and over | $2.35 | $2.47 | $2.59 | $2.72 | $2.86 | $3.00 |
| Certificate allowance | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |

| ALLOWANCE TITLE | From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|---|
| Cleaning down brickwork | $0.87 | $0.91 | $0.96 | $1.00 | $1.05 | $1.11 |
| Cold work | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Computing quantities | $6.74 | $7.08 | $7.43 | $7.81 | $8.20 | $8.61 |
| Confined spaces | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Cutting tiles | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Dirty work | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Dry polishing of tiles | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Explosive power tools | $2.21 | $2.32 | $2.44 | $2.56 | $2.69 | $2.82 |
| First-aid attendant (minimum qualification) per day | $3.95 | $4.15 | $4.36 | $4.58 | $4.80 | $5.04 |
| Higher first aid cert. per day | $6.24 | $6.55 | $6.88 | $7.22 | $7.58 | $7.96 |
| Furnace work | $2.45 | $2.57 | $2.70 | $2.83 | $2.98 | $3.12 |
| Higher work- Painting trades | $0.87 | $0.91 | $0.96 | $1.00 | $1.05 | $1.11 |
| Hot work between 46-54 Degrees Celsius | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Exceeding 54 degrees | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Insulation | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Laser user and allowance per day | $3.87 | $4.06 | $4.26 | $4.48 | $4.70 | $4.93 |
| Living away from home allowance (per day) | $79.08 | $83.03 | $87.18 | $91.54 | $96.12 | $100.92 |
| Return trip transport Employee/tools (per return trip) | $31.49 | $33.06 | $34.71 | $36.45 | $38.27 | $40.18 |
| Leading hand (other than the lift industry) not more than 1 | $0.72 | $0.76 | $0.80 | $0.84 | $0.88 | $0.92 |
| Leading hand (other than the lift industry) 2 and not more than 5 | $1.57 | $1.65 | $1.73 | $1.82 | $1.91 | $2.01 |
| Leading hand (other than the lift industry) 6 and not more than 10 | $2.00 | $2.10 | $2.21 | $2.32 | $2.43 | $2.55 |
| Leading hand (other than the lift industry) more than 10 | $2.66 | $2.79 | $2.93 | $3.08 | $3.23 | $3.39 |
| Meal allowance | $19.37 | $20.34 | $21.36 | $22.42 | $23.55 | $24.72 |
| Multi-storey: commencement to 15th floor | $1.31 | $1.38 | $1.45 | $1.52 | $1.60 | $1.68 |
| Multi-storey: 16th to 30th | $1.56 | $1.64 | $1.72 | $1.81 | $1.90 | $1.99 |
| Multi-storey: 31st to 45th | $2.43 | $2.55 | $2.68 | $2.81 | $2.95 | $3.10 |
| Multi-storey: 46th to 60th | $3.14 | $3.30 | $3.47 | $3.64 | $3.82 | $4.01 |
| Multi-storey: 61st and onwards | $3.84 | $4.03 | $4.23 | $4.44 | $4.67 | $4.90 |
| Plaster or composition spray | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Power Tools | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Roof repairs | $0.86 | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 |
| Roof repairs over 15 metres eaves pitch over 35 degrees | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Roof repairs over 15 metres eaves pitch over 40 degrees | $1.68 | $1.76 | $1.85 | $1.94 | $2.04 | $2.14 |
| Second hand timber per day | $3.66 | $3.84 | $4.03 | $4.23 | $4.45 | $4.67 |
| Slushing | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Spray application- Painters | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Swing scaffold first 4 hours 0-15 storeys | $6.74 | $7.08 | $7.43 | $7.81 | $8.20 | $8.61 |
| Swing scaffold after 4 hours 0-15 storeys | $1.41 | $1.48 | $1.55 | $1.63 | $1.71 | $1.80 |
| Swing scaffold first 4 hours 16-30 storeys | $8.68 | $9.11 | $9.57 | $10.04 | $10.55 | $11.07 |

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| ALLOWANCE TITLE | From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|---|
| Swing scaffold after 4 hours 16-30 storeys | $1.83 | $1.92 | $2.02 | $2.12 | $2.22 | $2.33 |
| Swing scaffold first 4 hours 31-45 storeys | $10.27 | $10.78 | $11.32 | $11.88 | $12.48 | $13.10 |
| Swing scaffold after 4 hours 31-45 storeys | $2.16 | $2.27 | $2.38 | $2.50 | $2.63 | $2.76 |
| Swing scaffold first 4 hours 46-60 storeys | $16.82 | $17.66 | $18.54 | $19.47 | $20.44 | $21.47 |
| Swing scaffold after 4 hours 46-60 storeys | $3.53 | $3.71 | $3.90 | $4.09 | $4.29 | $4.51 |
| Swing scaffold first 4 hours greater than 60 storeys | $21.45 | $22.52 | $23.65 | $24.83 | $26.07 | $27.37 |
| Swing scaffold after 4 hours greater than 60 storeys | $4.50 | $4.73 | $4.97 | $5.21 | $5.48 | $5.75 |
| Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumber, Special Class Tradesperson, Electrical Worker | $2.33 | $2.45 | $2.57 | $2.70 | $2.84 | $2.98 |
| Tool Allowance : Caster, Fixer, Floor layer specialist, Plasterer, Tiler | $2.00 | $2.10 | $2.21 | $2.32 | $2.43 | $2.55 |
| Tool Allowance: Bricklayer, Waterproofer | $1.74 | $1.83 | $1.92 | $2.02 | $2.12 | $2.22 |
| Tool Allowance : RoofTilers, Slate Ridge, or Roof Fixer | $1.33 | $1.40 | $1.47 | $1.54 | $1.62 | $1.70 |
| Tool Allowance: Scaffolder, Rigger, Steelfixer,Concreter | $0.86 | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 |
| Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter | $0.76 | $0.80 | $0.84 | $0.88 | $0.93 | $0.97 |
| Towers allowance | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Toxic substances working in close proximity | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Toxic substances (working with) | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Underground allowance (per week | $20.02 | $21.02 | $22.07 | $23.17 | $24.33 | $25.55 |
| Underground allowance per day or shift or part thereof | $4.03 | $4.23 | $4.44 | $4.66 | $4.90 | $5.14 |
| Wet concrete or campo | $0.86 | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 |
| Wet work | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Travelling outside radial areas (per Km) | $0.76 | $0.80 | $0.84 | $0.88 | $0.93 | $0.97 |
| Transfers during working hours (per Km) | $1.37 | $1.44 | $1.51 | $1.59 | $1.67 | $1.75 |
| Compensation for tools | $2,493.40 | $2,618.07 | $2,748.97 | $2,886.42 | $3,030.74 | $3,182.28 |

The allowances in the below table are cumulative all-purpose allowances paid per hour in accordance with this Document

| | | | | | | |
|---|---|---|---|---|---|---|
| Power Tools | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Tradesperson Tool | $2.33 | $2.45 | $2.57 | $2.70 | $2.84 | $2.98 |
| Tradesperson | $3.12 | $3.28 | $3.44 | $3.61 | $3.79 | $3.98 |
| Welder Tested | $1.35 | $1.42 | $1.49 | $1.57 | $1.65 | $1.73 |
| Welder – Special Class | $2.36 | $2.48 | $2.60 | $2.73 | $2.87 | $3.01 |
| Welder – Special Class Exotic Materials | $4.14 | $4.35 | $4.57 | $4.80 | $5.04 | $5.29 |

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**Health and Safety Representative**

(a) Where an Employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4 / EW4 (as the context requires), or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance of:

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| $2.28 | $2.39 | $2.51 | $2.63 | $2.77 | $2.91 |

**For clarity, an Employee is only entitled to one all-purpose hourly allowance.**

**Marker/Setter Out**

An employee performing the work of a marker/setter out shall be paid an all-purpose allowance of 5% of his/her applicable hourly rate.

**Higher Duties**

Where any Employee on any day performs two or more classes of work to which different rates of pay are applicable, the Employee shall be paid at the higher hourly rate for the day if the Employee is required to work at that class of work for two (2) hours or more, and if for less than two (2) hours during any one (1) day the Employee will be paid the higher rate for the time so worked.

**Union Delegate**

(a) Where an Employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4 / EW4 (as the context requires), or the Employees usual classification.

**In addition, a Union Delegate is entitled to an all- purpose hourly allowance of:**

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| $2.28 | $2.39 | $2.51 | $2.63 | $2.77 | $2.91 |

**For clarity, an Employee is only entitled to one all-purpose hourly allowance. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.**

In addition to the wage rates prescribed in this Document, Employees shall be paid additional allowances as provided for by the relevant Award. The rates for the various allowances shall be as provided below subject to the allowance for the year 2023 being the sole allowance increase for that year.

The rates for all allowances shall be payable from the commencement of the first pay period after the dates specified.

**Fares and Travel Allowance**

All Employees shall be entitled to receive the fares and travel allowance in accordance with clause 25 of their Award, which is at the following rates for Construction Workers:

**Daily Entitlement**

| From 1/07/2018 | From 1/07/2019 | From 1/07/202 | From 1/07/202 | From 1/07/202 | Fro m |
|---|---|---|---|---|---|
| $51.00 | $51.00 | $55.00 | $55.00 | $60.00 | $60.00 |

**Apprentices shall receive the following percentage of the amount detailed above:**

| 1st Stage | 2nd Stage | 3rd Stage | 4th Stage |
|---|---|---|---|
| 75% | 85% | 90% | 95% |

**Leading Hand**

A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/or supervising the work of one or more other persons. A person specifically appointed to be a leading hand, will be paid for all purposes, the leading hand allowance appropriate for the number of persons in the Employee's charge. Additionally, a leading hand will be paid at the hourly rate of the highest classification supervised or the Employee's own hourly rate, whichever is the highest.

**Living Away from Home Allowance**

(a) Where an Employee is engaged on distant work, the provision of reasonable board and lodgings will be supplied by the Employer, at no cost to the Employee.

(b) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

(c) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

(d) Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided by APPENDIX ONE

(e) Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

(f) An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:

(i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(ii) the Employee's personal circumstances including any family responsibilities;

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and

(v) any other relevant matter

All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

**Power Tools**

Where an Employee is specifically required to supply their own power tools (maximum of three

commercial quality power tools plus a lead) by the Employer, the Employer will be responsible for all consumables and tagging and will replace all stolen tools if in an Employer lock up. Where the Employer requires the Employee to lend a power tool to another Employee, the Employer is deemed to have taken ownership of the tool and will replace the tool with a new tool of the same brand and model or an agreed alternative. The Employer will pay the rate per hour: as detailed in APPENDIX ONE of this Document.

## APPENDIX 2 – REDUNDANCY AND INCOME PROTECTION

### 1. Section 1 - All Employees Other Than Electrical Workers

1. This APPENDIX TWO, SECTION ONE, applies to all Employees other than Electrical Workers.

   Note: this APPENDIX TWO, SECTION ONE applies to Metal and Engineering Workers subject to clause 12 below.

2. The Employer will contribute the following amounts (including GST) per week to CIPQ in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those Employees:

   ;

   (a) from 1 March 2019 - $39.30;

3. The income protection policy provided by the Employer will provide the following amounts as weekly benefits in the event of a claim:

4. If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines. Payment at the rate specified under this clause 4 above from the date determined by CIPQ will satisfy the Employer's obligations under clause 3 above.

5. If the Employer does not contribute to CIPQ the amount required under clause 4 above in respect of each and every Employee, the Employer will pay an additional $1,500 per week on top of what benefit the policy provides and also reimburse the Employee for costs (ie medical expenses, claims management and rehabilitation expenses) incurred by the Employee, for a period of three years in the event that an Employee is unable to make a claim because of the non-payment by the Employer.

6. Where applicable, the Employer will utilise BERT to meet all of the liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment pursuant to the terms of the Employee's Redundancy fund.

7. The Employer will contribute on behalf of each Employee the following minimum weekly amount:

   (a) $110.00 per Employee effective first pay period January 2018;

   (b) $115.00 per Employee effective first pay period January 2019;

   (c) $120.00 per Employee effective first pay period January 2020;

   (d) $125.00 per Employee effective first pay period January 2021;

   (e) $130.00 per Employee effective first pay period January 2022; and

   (f) $135.00 per Employee effective first pay period January 2023.

8. At the same time contributions are made to the Employee's Redundancy fund, the Employer must pay to the Trustee of the Building Employees Welfare Trust (BEWT) or other similar fund nominated by the Union an amount equal to the following:

   (a) $14.20 per Employee effective first pay period January 2018;

(b) $14.90 per Employee effective first pay period January 2019;

(c) $15.60 per Employee effective first pay period January 2020;

(d) $16.30 per Employee effective first pay period January 2021;

(e) $17.00 per Employee effective first pay period January 2022; and

(f) $17.70 per Employee effective first pay period January 2023.

Apprentice contributions shall be calculated using the following percentage of the trade rate:

| 1st Stage | 2nd Stage | 3rd Stage | 4th Stage |
|---|---|---|---|
| 50% | 60% | 75% | 90% |

9. Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by QLeave or NTBuild), public holidays, sick leave, family violence leave and compassionate leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.
10. Where the Employee's balance in the Employee's Redundancy fund reaches $15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to CBUS or BUSS(Q). It is the Employee's option only. Where an Employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.
11. Contributions to the Employee's Redundancy fund must be made, at a minimum, on a monthly basis. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.
12. This APPENDIX TWO, SECTION ONE applies to Metal and Engineering Workers subject to the following:
    (a) Income protection policy will be provided by WAGEGUARD and as such the Employer will make contributions to WAGEGUARD; and
    (b) The relevant redundancy fund is PROTECT.

## 2. Section 2 - Redundancy Trust Scheme (CIRT) QLD for Electrical Workers

1. This APPENDIX TWO, SECTION TWO, applies only to Electrical Workers.

**DEFINITIONS**

For the purposes of this Section Two:

**"Authorised leave"** shall include periods away from work on:

i. Annual leave;

ii. Paid sick leave;

iii. Family leave;

iv. Bereavement leave;

v. Public holidays;

vi. Long service leave;

vii. Parental leave;

viii. Income protection;

ix. Rostered days off;

x. WorkCover;

xi. Any leave which is paid for by the Employer;

xii. Any leave pursuant to this Document, other than unpaid leave as provided in clause 6.10; and

xiii. Any leave pursuant to the National Employment Standard, as set out in the Act, but shall not include any periods of continuous unpaid leave (and so that there can be no doubt continuous unpaid leave is a form of leave which does not fall into one of the categories set out as (i) to (xiii)) greater than 20 days leave taken at one time.

**"Date of Certification"** means the date of certification of this Document.

**"Redundancy"** for the purposes of this clause means where the Company no longer requires the work which the Employee has been performing to be performed by anyone and this leads to termination of employment, but redundancy does not include:

i. termination by the Employee by voluntary resignation, retirement, death or permanent disability or abandonment; or

ii. termination by the Company for disciplinary reasons.

**"Redundancy Fund"** means an approved employee entitlement fund such as the Contracting Industry Redundancy Trust (Queensland);

**"Pay period"** shall mean the period of not more than 7 days over which an Employee's entitlement to remuneration is accrued.

It is specifically agreed between the Company and the Employees that there will be no action taken to contrive redundancy where situations of genuine redundancy do not exist.

**REDUNDANCY PAYMENTS**

(a) All Employees, inclusive of casuals, are entitled to redundancy benefits through payments made by the Employer to Redundancy Fund ("the Redundancy Fund payment") by the Company on their behalf. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

(b) The entitlement to the Redundancy Fund payment for a pay period shall arise when the Employee has worked 19 hours or more during a pay period provided that all

periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

(c) In circumstances where an Employee's entitlement to the Redundancy Fund payment arises whilst the Employee is on authorised leave then the Redundancy Fund payment shall be made in the same quantum as the Redundancy Fund payment paid by the Company in relation to the Employee for the pay period immediately preceding the commencement of the authorised leave.

(d) The Company shall at the time of termination:

provide a Redundancy Fund "certificate of employment" to the Employee with the Employee's termination payment, within 4 working days;

ensure all contributions owing to Redundancy Fund in relation to the Employee are paid up to date; and

complete a certificate of employment on the form provided by Redundancy Fund to certify the length of the Employee's employment with the Company and to forthwith forward that certificate to Redundancy Fund.

(e) When an Employee's employment is terminated by the Company on account of redundancy the Company shall pay to the Employee a lump sum that equals the amount the Company is obliged to pay pursuant to the relevant industrial instrument in regard to redundancy less any credits in the Employee's account in Redundancy Fund , provided that if the Company's obligation in relation to redundancy pursuant to the relevant industrial instrument is equal to or less than the credits in the Employee's account in Redundancy Fund , then the Company shall not be liable for any further payments in relation to redundancy pursuant to this Clause.

(f) All Redundancy Fund payments must be paid to Redundancy Fund on or before the 15th of each month.

(g) The Redundancy Fund payment shall be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.

(h) The Employer will contribute on behalf of each Employee the following minimum weekly amount:

$110.00 per Employee effective first pay period January 2018;

$115.00 per Employee effective first pay period January 2019;

$120.00 per Employee effective first pay period January 2020;

$125.00 per Employee effective first pay period January 2021;

$130.00 per Employee effective first pay period January 2022; and

$135.00 per Employee effective first pay period January 2023.

Apprentice contributions for the Redundancy payment shall be calculated using the following percentage of the trade rate:

| 1st Stage | 2nd Stage | 3rd Stage | 4th Stage |
|---|---|---|---|
| 50% | 60% | 75% | 90% |

**TRAINING PAYMENT**

(a) The Company shall make payments to Jetco Inc for the purposes of providing training funds for employees for skills within the Queensland Electrical Contracting Industry ("the training contribution").

(b) The training contribution shall be a total amount being the sum of $15.00 per pay period per Employee, inclusive of casuals but excluding apprentices/trainees, employed by the Company who have worked 19 hours or more in the pay period concerned.

(c) For the purposes of (b) all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

(d) The training contribution is part of, and not in addition to, the payments provided for in the wage and other remuneration clause of a Division under the heading "Redundancy/Training".

(e) The training contribution is to be made to Jetco Inc on or before the 15th of each month.

(f) The maximum training contribution inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation will be $15 per pay period per employee.

(g) No Employee shall, pursuant to this clause, be entitled to receive any payment from the Company directly or indirectly, provided that Employees shall be entitled, subject to Jetco Inc's Document, to recover from Jetco Inc reimbursement of approved training costs.

JETCO

Jetco Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and employee engagement particularly by enabling future orientated skills and competencies development. Jetco Inc's core business objectives are:

- increasing the electrical trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

The Employer agrees to support Jetco Inc by contributing for each Employee who is paid in accordance with this Document under the classifications set out in this Section of Appendix 2 ,the weekly amount of $40 per week.

For clarity, this amount is paid in addition to ALL PAYMENTS set out above.

Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

**Administrative Arrangements**

The Company shall, for administrative purposes only, remit the Redundancy Fund payment and the training payments referred to in this Appendix as one sum of money, and a receipt shall be a sufficient receipt for determining compliance.

**INCOME PROTECTION**

To provide make up pay for any absence without pay due to the incapacitation of the employee, the Company will contribute an "Employer's Contribution" amount as outline in the table below (or such other amount as determined by the provider) per week to provide Income Insurance on the basis:

a) the amount will not be paid directly to the employee;
b) The level of insurance will ensure the employee receives 90% of their income, as defined in the Energy Super Insurance Guide;
c) the premium will only be paid into Income Protection for Electrical Workers as administered by Energy Super, monthly, in alignment with superannuation payments.

| Category & Description | Year from: | Year To: | Benefit Level (per week)[1, 2] (Gross) | Employer's Contribution[2] |
|---|---|---|---|---|
| | | | | |
| Category A | 1 April 2018 | 1 April 2019 | $4,221.47 | $70.92 |
| | | | | |
| Category B | 1 April 2018 | 1 April 2019 | $2,814.13 | $39.39 |
| | | | | |
| Category C | 1 April 2018 | 1 April 2019 | $2,251.31 | $31.52 |
| | | | | |
| Category D | 1 April 2018 | 1 April 2019 | $1,688.48 | $23.64 |
| | | | | |
| Category E | 1 April 2018 | 1 April 2019 | $1,406.79 | $17.72 |
| | | | | |
| Category F | 1 April 2018 | 1 April 2019 | $1,125.65 | $13.80 |
| | | | | |
| Category G | 1 April 2018 | 1 April 2019 | $729.30 | $17.35 |

1 *The actual Income Protection benefit payable will be the lesser of the weekly benefit outlined above, or 90% of your income.*

2 *Indexed by 5% on 1 April each year.*

At the employee's discretion, additional available benefits may be purchased from the nominated fund either directly by the employee or by utilising the Salary Sacrifice provisions as agreed to by the parties.

The Employer will not be required to pay into the fund any additional payments for any additional purpose.

Where an employee make a claim for income insurance and requires the company to complete "Part C Employer Section", the Employer shall have "Part C" completed and returned to the employee within 5 day

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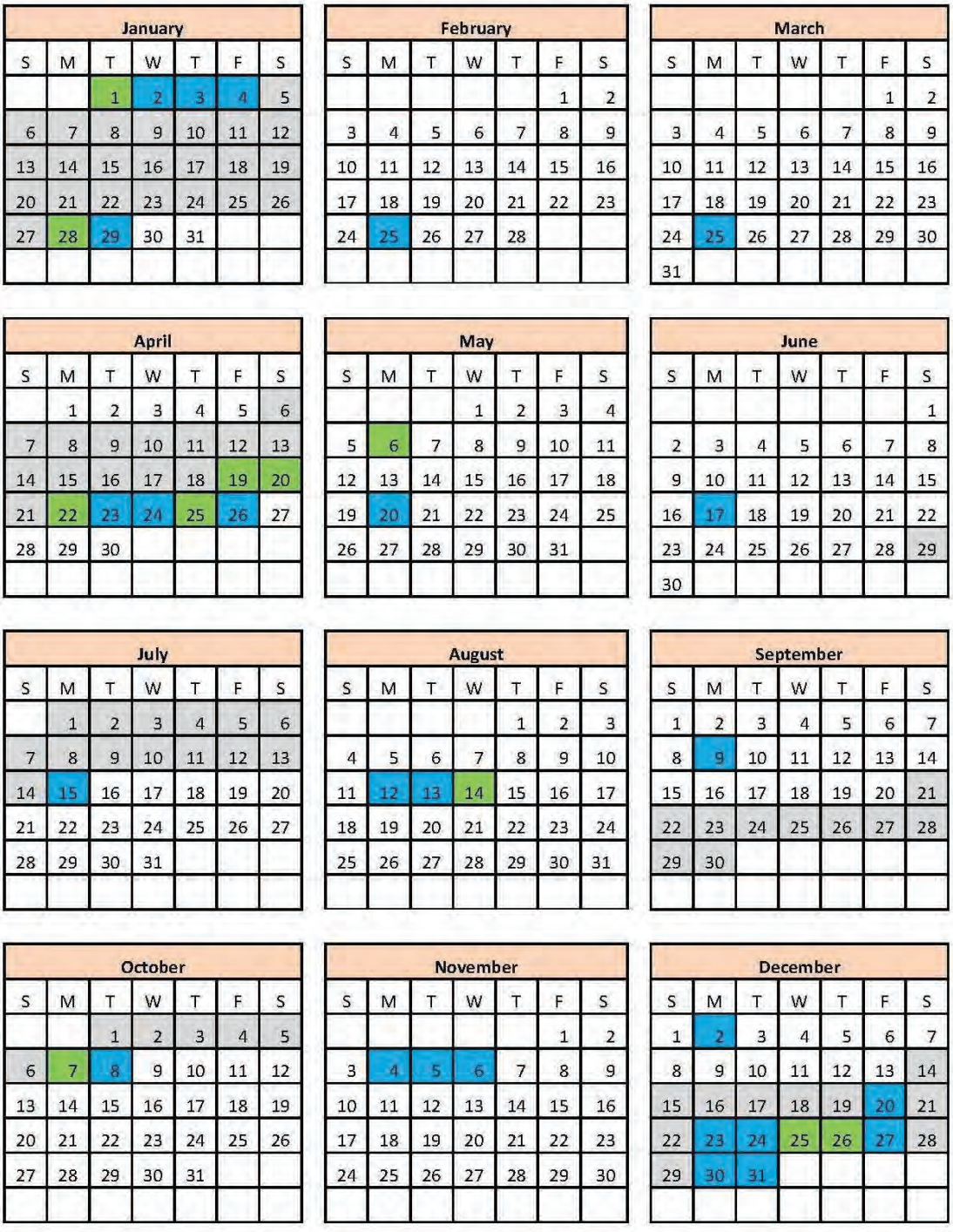
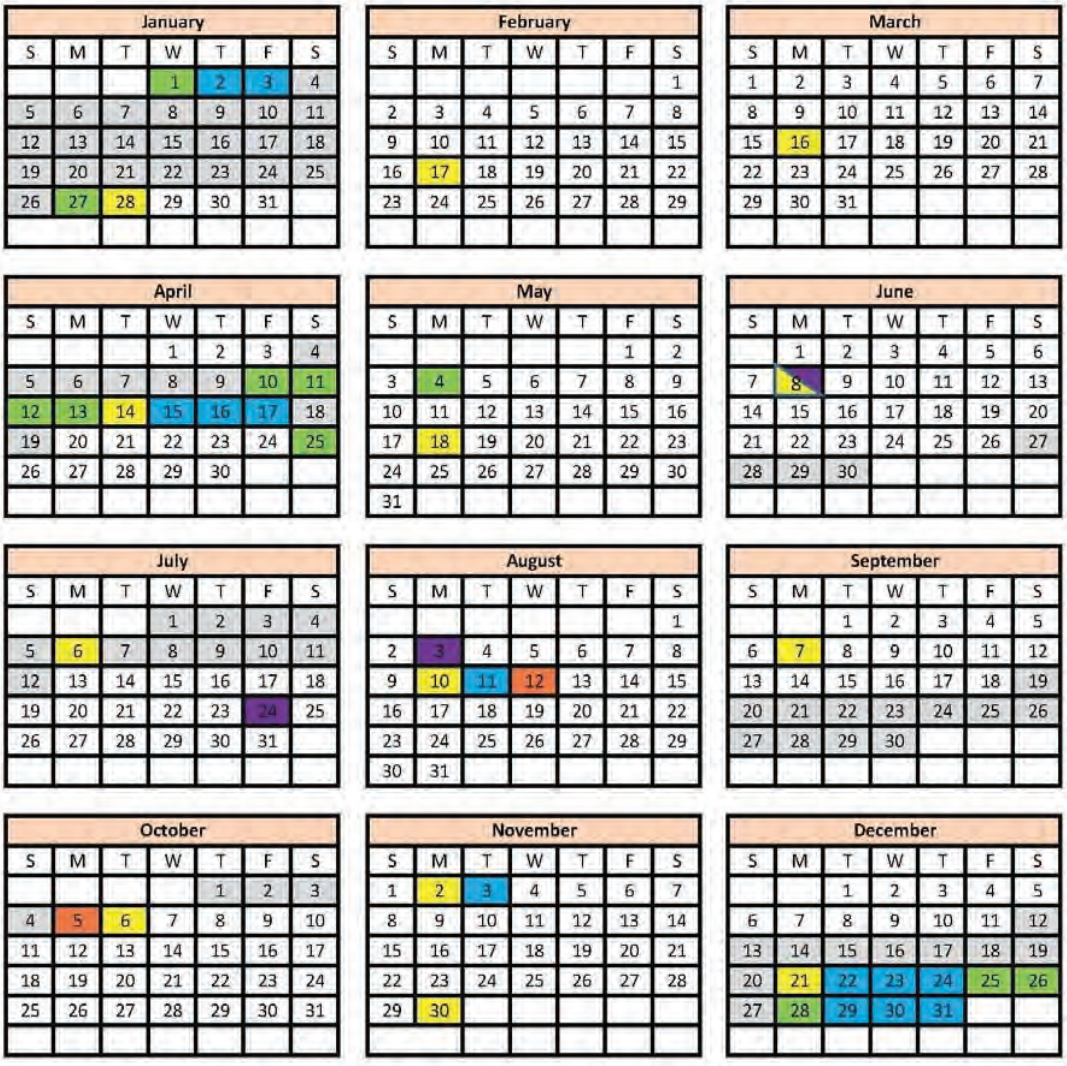
## APPENDIX 3 - RDO CALENDARS

# 2019 RDO CALENDAR



## 2020 RDO CALENDAR



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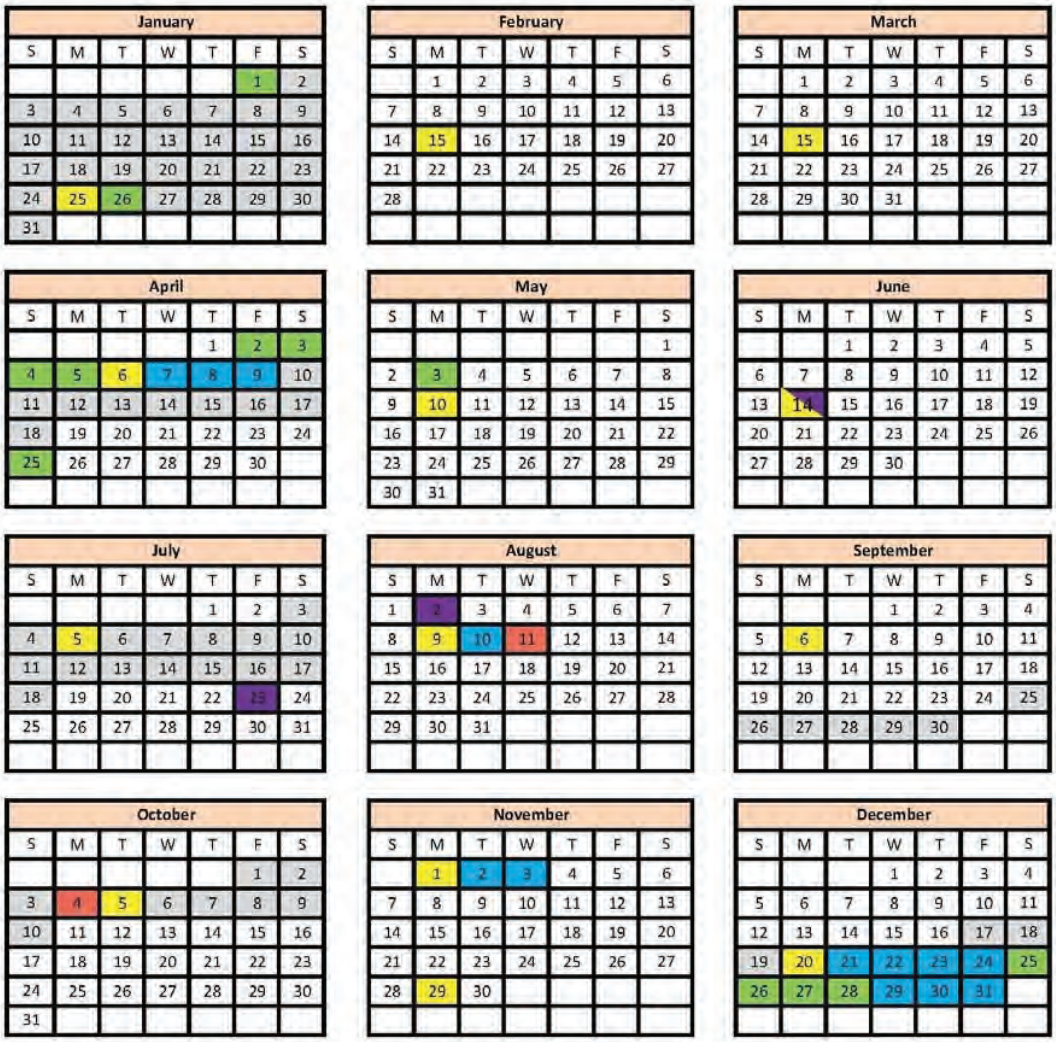
QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

## 2021 RDO CALENDAR



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QLD School Holidays
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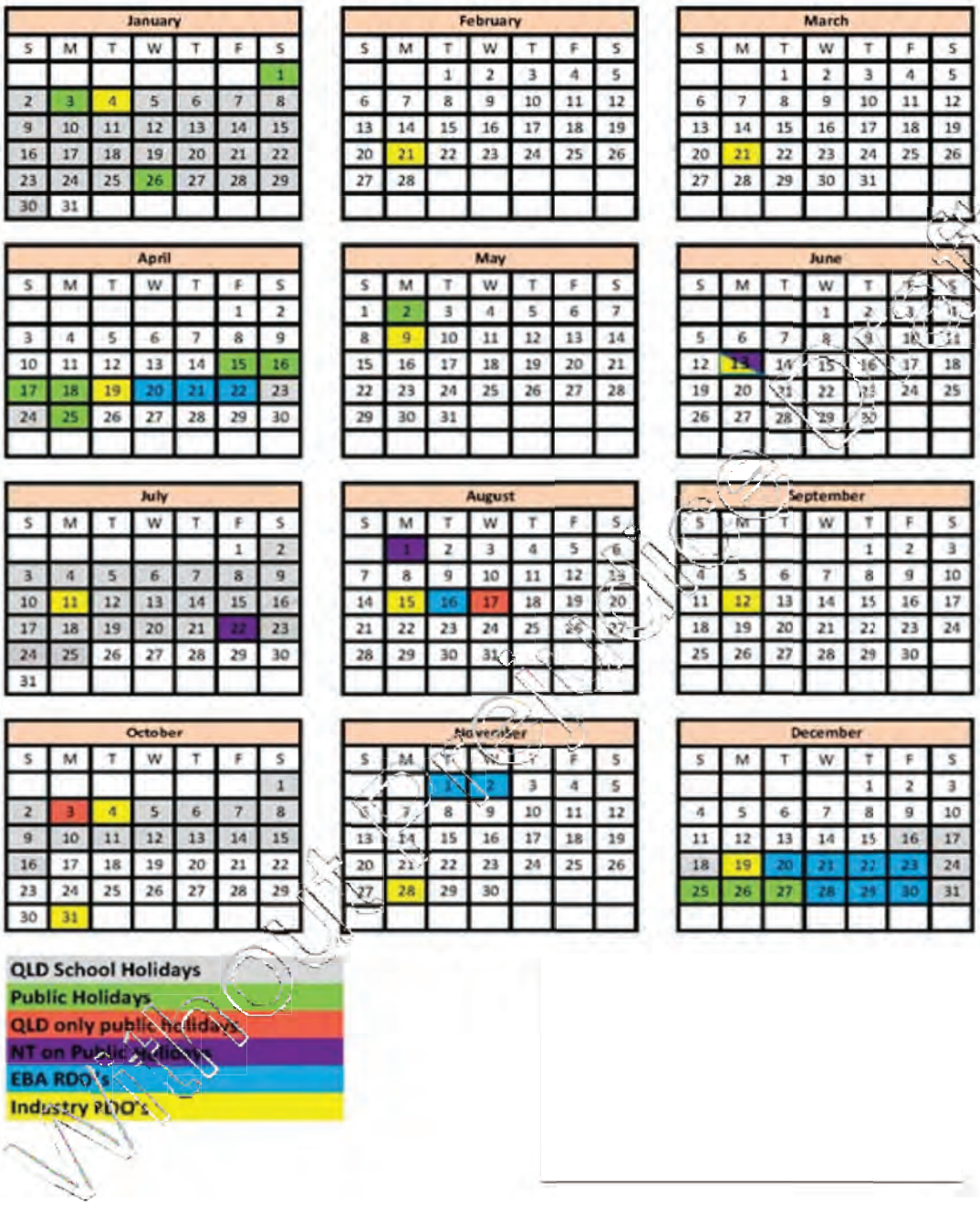
## 2022 RDO CALENDAR



## APPENDIX 4 – IMPAIRMENT POLICY

### 1. PRINCIPLES

1.1 The health, wellbeing and safety of employees are of paramount importance to the employer, employees and their Unions. This policy is part of a broad work, health and safety (WHS) program to secure the highest level of health and safety in the workplace.

1.2 The policy adopts a WHS approach that involves identifying, assessing and controlling all workplace hazards, using the hierarchy of control, and then reviewing these controls to ensure ongoing improvements.

1.3 The focus of this policy is on the WHS risks associated with impairment and should be read in conjunction with other company policies concerning health and safety, particularly in relation to fatigue management, risk management and safe systems of work.

1.4 This policy has been compiled in a manner that is non-punitive and supportive of employees. This policy shall not be used in a discriminatory manner. Anti-Discrimination Law protects against discrimination on the basis of addiction and may also protect against discrimination on the basis of impairments caused by drug and alcohol addiction or use.

1.5 The policy and procedures adopt a peer based intervention approach based on fairness and equity for all employees.

### 2. SCOPE

2.1 This policy will apply to all employees (including managers and supervisors), contractors and labour hire staff. The policy applies to these groups at all times when they are engaged in company business, whether on or off site and when driving company vehicles.

### 3. STRUCTURE

The Impairment Policy is categorised in order with the intended implementation:

3.1 Training & Awareness

(a) Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:

(i) Workplace Impairment Training (WIT) - all workers onsite will do this training;

(ii) Preliminary Impairment Assessment (PIA) – HSR's, delegates and the PC's safety staff will undertake this training.

3.2 Testing

Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.

3.3 Support Services

Rehabilitation, counselling and EAP's. Support is strictly non- punitive, and can be accessed at anytime (self-identification of the need for help is strongly encouraged).

## 4. OBJECTIVES

4.1 The objectives of this policy are as follows:

(a) To provide a safe and healthy working environment for all workers;

(b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;

(c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;

(d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;

(e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;

(f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;

(g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

## 5. RESPONSIBILITIES

5.1 The employer shall:

(a) Provide a work environment that is safe and without risks to health and safety;

(b) Provide information about the testing requirements to all existing employees, contractors and labour hire staff and to all new staff at the point of induction;

(c) Ensure that this policy is implemented fairly and equitably across all sections of the workforce;

(d) Comply with the four policy implementation steps outlined below;

(e) Have adequate resources (e.g., a room that allows for confidential impairment assessments to be discussed, if necessary, suitable transport to safely remove impaired employees from the workplace to be able to meet the objectives of this policy.

5.2 Employees shall:

(a) Co-operate reasonably with the employer in the implementation of this policy;

(b) If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others they should inform their employer and a Preliminary Impairment Assessor (PIA) of this belief;

(c) Not possess, consume, or be under the influence of, alcohol or other drugs while working;

(d) Ensure that they do not work, if they believe that they may be impaired;

(e) Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;

(f) Inform their employer and a Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

## 6. POLICY IMPLEMENTATION WILL INVOLVE THE FOLLOWING STEPS.

6.1 PC/Employer and Union shall agree on a policy start date.

6.2 Engagement of an agreed training and rehabilitation/treatment service providers.

6.3 Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).

6.4 Ongoing promotion of this policy

A purpose of the policy and procedure is to provide protocols and procedures for workplace alcohol and other drug testing that are evidence-based, consistent with best practice, comply with relevant Australian Standards, and contribute to workplace safety and worker wellbeing.

6.5 The following drug and alcohol testing programs will be adopted:

(a) Self-testing;

(b) Random Shift testing;

(c) For-cause testing;

(d) Post-incident testing;

(e) Reasonable concern testing;

(f) Testing of Minors.

6.6 Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

6.7 The employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.

6.8 With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.

6.9 It will also ensure compliance with this policy as follows:

(a) Subcontractors will be contractually required to comply with this procedure as a condition of subcontract;

(b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

6.10 Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

## 7. DEFINITION OF A WORKER

7.1 Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:

(a) an employee (either salaried or wages);

(b) a contractor or subcontractor;

(c) an employee of a contractor or subcontractor;

(d) an employee of a labour hire company;

(e) an apprentice or trainee;

(f) a student gaining work experience;

(g) an outworker;

(h) a volunteer;

(i) a visitor to a workplace (noting that for the purposes of section 12 of this policy, visitors are not to be included in the calculation for the number of random tests to be conducted).

## 8. TRAINING

8.1 The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.

8.2 In addition to the below training course outlines, principal contractors will be required to develop a site specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.

8.3 The below requirements will be audited on an annual basis. Requirements for an approved training provider:

(a) Must have previous experience delivering Workplace Impairment Training;

(b) Must consult with professional organisations to develop all training courses;

(c) Must be able to demonstrate a continuous improvement plan for each training course.

8.4 Trainers must have the following qualifications:

(a) Cert IV in WHS;

(b) Cert IV in Training and Assessing (TAE);

(c) Nationally Accredited Course in On-Site Drug and Alcohol Testing;

8.5 All training must be delivered Face to Face (F2F).

8.6 Workplace Impairment Training (WIT)

(a) WIT course must be a minimum of (2) hours in length and must cover the following topics:

(i) Australian Workplace Health and Safety construction statistics;

(ii) Overview of the Workplace Health and Safety Act, state specific;

(iii) Mental Health - discussing at length stress, anxiety and depression;

(iv) Fatigue - overview of causes and coping mechanisms;

(v) Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;

(vi) Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;

(vii) Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;

(viii) Harm related to drug and alcohol use;

(ix) Understanding what a standard drink is and how long it will stay in your system;

(x) Detection rates for illegal drugs;

(xi) Administering self-alcohol and drug tests;

(xii) Information about EAP and the services they offer;

(xiii) Workers who are selected for drug and alcohol testing must also be trained in this policy.

8.7 Preliminary Impairment Assessor (PIA)

(a) PIA training must be a minimum of (4) hours in length and must cover the following topics:

(i) Understanding the signs of impairment;

(ii) Conflict resolution;

(iii) Skills to conduct an impairment Assessment;

(iv) Overview of what a PIA is;

(v) What are possible impairment factors;

(vi) Causes and symptoms of impairment;

(vii) Investigative skills.

(b) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:

(i) the training session will not interfere with workers wanting to use the room for smoko or lunch; or

(ii) the training session will not be interfered with by workers wanting to use the room in general.

## 9. TESTING METHODS

9.1 Alcohol Testing Method

Alcohol testing must only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

9.2 Drug Testing Method

(a) Drug testing may only be performed by oral fluid testing;

(b) The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

(c) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;

(d) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

9.3 Substances tested

As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:

(a) Alcohol;

(b) Opiates;

(c) THC;

(d) Cocaine;

(e) Benzodiazepines;

(f) Amphetamine; and

(g) Methamphetamine

Where applicable the above testing methods must be used for the purpose of section 12.1 of this policy.

## 10. TESTING PROVIDER

10.1 Must be NATA Accredited.

10.2 Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

10.3 Must be agreed upon by the PC/Employer and the Union.

10.4 Minimum standards that the testing company must meet are as follows:

(a) competent and trained staff;

(b) appropriate equipment and instruments;

(c) proper management and storage of test kits and reagents;

(d) secure and controlled storage and management of samples;

(e) comprehensive record keeping; and

(f) clear and precise reporting.

10.5 Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

## 11. ROOM REQUIREMENTS

11.1 Each workplace shall have a room nominated for use to undertake drug and alcohol testing consistent with this procedure. This room will not normally be the first aid room at a workplace unless a workplace has multiple first aid rooms and the use of a first aid room for the purpose of drug and alcohol testing will not affect the ability of the workplace to respond to a first aid incident.

11.2 The room selected for use must so far as reasonably practicable:

(a) Provide privacy for the Worker being tested including but not limited to:

(i) Have a closing door;

(ii) Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;

(iii) Not allow conversations to be casually overheard by other workers;

(b) Be clean and hygienic;

(c) Be free from interruption whilst testing is being undertaken;

(d) Include discrete entry and exit.

## 12. TESTING REQUIREMENTS -

12.1 Code compliant workplaces -

On workplaces where the value of the Commonwealth's contribution to the project that includes the building work is at least $5,000,000, and represents at least 50% of the total construction project value or the Commonwealth's contribution to the project that includes the building work is at least $10,000,000 (irrespective of its proportion of the total construction project value) the following minimum testing requirements must be adhered to.

12.2 Frequent and periodic testing (at least once per month) of the workforce (both construction workers and site office workers) as follows:

(a) **Alcohol** - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

(b) **Drugs** -As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual Document by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

(i) where there are less than 30 Workers at a workplace – at least 10% of the workforce;

(ii) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

(iii) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;

(iv) The number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

| | Criteria | Action |
|---|---|---|
| Less than 30 Workers at a workplace | Confirmed positive results in 2 consecutive tests at the same workplace | Testing of 20% of workforce |
| 30 to 100 Workers at a workplace | Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 10 workers |
| Greater than 100 workers | Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 20 workers |

12.3 The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

12.4 Other jobs

On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites i.e. blanket alcohol and code requirements for drug testing.

## 13. PRESCRIBED MEDICATIONS

13.1 Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Authorised Testing Agent prior to undergoing any requested test

13.2 If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.

13.3 Workers who record a Non Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.

13.4 If that confirmatory result is a Positive Result Confirmatory Test, then:

(a) The terms and conditions of the applicable industrial Document shall be observed in relation to consultation and consequence management action.

13.5 When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action

13.6 Where a Worker is excluded from the workplace as a result of a Non Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

(a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;

(b) The level of the medication detected is consistent with therapeutic use;

(c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and

(d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

## 14. SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION

14.1 A Worker participating in a treatment plan for a medical condition, managed by a Registered Medical Practitioner and involving a Prescribed Drug/Only Drug could result in a Non Negative Result Initial Test if they are selected for Drug and Alcohol testing.

14.2 If in the above circumstance a Non Negative Result Initial Test occurs, and provided that the Worker has:

(a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and

(b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;

(c) Then the Non Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker will be prevented from performing work until they can provide they are fit to return to work.

14.3 Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the prescribed medical practitioner, then a Negative Result shall be recorded and no results retained.

14.4 Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Registered Medical Practitioner or another drug(s) type is recorded then a positive result confirmatory test shall be recorded.

14.5 Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

## 15. TESTING RESULTS

15.1 Alcohol

(a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;

(b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety the Workers will be directed to remain within the testing vicinity and they will be re-tested no sooner than 60 minutes after the original test;

(c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;

(d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;

(e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:

(i) Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:

(ii) Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:

(iii) Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;

(iv) Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed by applicable road transport legislation and has been determined as not rising for that Worker.

Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).

Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements.

(v) Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

15.2 Drugs

(a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);

(b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;

(c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;

(d) A Confirmatory Test will be required where a Non Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;

(e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

## 16. FORMS OF TESTING

16.1 Self-Testing

(a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;

(b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;

(c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, if the worker tests non-negative for any substance in section 9.3 of this policy they will be deemed not to be fit for work and will be prevented from performing work until they are fit for work. All Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

16.2 Random Shift Testing

(a) In terms of Random Shift Testing it is in imperative that the PC/Employer and the Union do not know on what day, or at what time the Authorised Testing Agent will conduct the tests;

(b) It is a condition of entry for all Workers at any workplace to comply with any request to participate in random Drug and Alcohol testing as a condition of employment or contract. This means that all Workers attending or seeking to attend a workplace will be eligible for testing;

(c) Testing for Alcohol or other Drugs for Workers shall be mandatory and will be undertaken at any time throughout the Worker's hours of work (including overtime) or at any time whilst at the workplace;

(d) Individual Workers will be selected for drug testing using a simple random selection process. A random draw will be conducted using an Authorised Testing Agent independent software to randomise the selection of Workers for testing;

(e) The random selection process includes the selection of Workers from across the entire workplace subject to the testing;

(f) A Worker selected for testing will be required to present themselves for testing within a reasonable time. Random shift testing shall be conducted in a room which provides for privacy for the selected worker during testing; the requirements for this room are outlined in the Room Requirements section of this policy.

16.3 For Cause Testing

(a) An employer/supervisor may only request an employee to undertake for cause testing if:

(i) The employee has been involved in an accident or incident, or had the potential to, cause:

(ii) serious and major damage to mobile plant or property; or

(iii) an injury to themselves or other individual(s);or

(iv) Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

16.4 Post Incident Testing

(a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

(b) Where a Worker(s) is to be tested following a significant incident/event they may request to be accompanied by their employee representative until they have completed all testing required.

(c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.

(d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

16.5 Reasonable Concern Testing

(a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:

(i) An observable phenomena occurs, which is:

- the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
- Unusual and/or inexplicable actions by the employee; or

(ii) There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or

(iii) The employee has breached safety precautions or procedures.

16.6 Testing of Minors

(a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.

(b) Where a minor is selected for testing and:

(i) A letter of consent is held, then the provisions of this procedure shall apply; or

(ii) Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing

procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be unable to continue working until consent is given.

## 17. REFUSAL TO TEST

17.1 If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:

(a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;

(b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;

(c) If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

## 18. DISCIPLINARY ACTION

18.1 The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.

18.2 First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:

(a) Required to attend the Support as referred to in this Policy;

(b) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(c) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

18.3 Second occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12 month period will be:

(a) Required to re-attend the Support as referred to in this Policy

(b) Required to participate in a rehabilitation program referred to in “Support” in this policy

(c) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(d) Given a verbal warning with a diary entry placed on file; and

(e) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

18.4 A worker who has received three confirmed positive test results for alcohol or drugs which has been detected in a 12 month period may be disciplined under the Employer’s disciplinary processes.

18.5 A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

18.6 No disciplinary action will be taken in respect of positive test results from a self-test.

## 19. SUPPORT

19.1 The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

(a) allowing access to any Union support programs; and

(b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

19.2 The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

## 20. SELF- DECLARATION

20.1 Workers will not be disadvantaged for self-disclosure and therefore will be supported through counselling and rehabilitation processes and provided with the Support contained in this policy. In such cases the worker will be permitted to access personal leave in the first instance, then accrued leave, and may return to work when fit for duty.

20.2 The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

## 21. PRIVACY

21.1 Drug and Alcohol testing results shall remain confidential and will only be used for the purpose of compliance with this Procedure in the manner required by the Privacy Act 1988 (Cth). Any information provided or declared by a Worker regarding:

(a) Prescribed Drug and Pharmacy Only Drug consumed;

(b) Medical conditions or the like;

(c) Their proposed return to the workplace following exclusion by this procedure;

21.2 Will also remain confidential and managed in accordance with the Privacy Act 1988 (Cth). Similarly, where a Worker supplies information regarding the use, sale or supply of Drugs or Alcohol at a workplace, unless the Worker otherwise agrees or as otherwise required by law, the Worker's identity will be kept confidential.

21.3 All Positive Results Confirmatory Test will be maintained on the relevant Worker's personnel records located at the workplace.

21.4 Protections from Worker Deoxyribonucleic Acid (DNA) misuse

21.5 Workers selected for testing shall have their personal DNA protected by:

(a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.

(b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

21.6 These protections will be notified to Workers during training.

## 22. CONSULTATION

22.1 If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.

22.2 The attendees shall seek to reach Document on any proposed amendments.

22.3 No amendments shall be implemented unless Document is reached by the Employer, the Union and the relevant stakeholders.

22.4 Employment Assistance Program (EAP)

22.5 The Employment Assistance Program (EAP) is an agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job related problems.

22.6 To have a successful Impairment Policy at the workplace, the Policy must address how those at the workplace, including employees of the principal contractor, subcontractors and their employees and others, will be required to comply with the Impairment Policy.

22.7 The below requirements will be audited on an annual basis of the employer:

(a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;

(b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;

(c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;

(d) Provide support for their workers and their immediate families;

(e) Must be able to provide treatment services which must include the following:

(i) General counselling;

(ii) Drug and Alcohol counselling;

(iii) Drug and Alcohol detoxification services;

(iv) Drug and Alcohol rehabilitation services;

(v) Case Management services;

(vi) Psychology services;

(f) Must have a history of delivering support services to the Building and Construction Industry

(g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

## 23. ADDENDUM

23.1 Refer to the National CFMEU Impairment Policy for more information and detail about impairment in the construction industry. The policies and procedures in the national document look at the impairment issues of Mental Health, Injury and Illness, Fatigue, Chemicals, Heat, Cold and Noise, and Alcohol, Illegal Drugs and Legal Drugs and provide the research behind the implementation of this Impairment Policy.

## APPENDIX 5 – CALCULATION OF SUPERANNUATION

The rates as calculated in clause 25.2 above of this Document have been calculated using the agreed industry formula as follows:

**Employer Contribution**

12% of the sum of:

CW3 – Carpenters (100% Trade) rate;

Leading hand Site Allowance p/h ($35m project);

## APPENDIX 6 - RDO NOTIFICATION FORM

Notification pursuant to clause 30.5(c) to Work on Scheduled RDO

Date: _____

| | |
|---|---|
| Employer | |
| Date of Scheduled RDO | |
| Project Name | |
| Project Address | |
| Work to be undertaken | |
| Approximate number of employees required: | |
| Union delegate/employee representative (if applicable) | |

**Manager Contact Details**

Name: _____

Phone: _____

Fax: _____

**Tick the appropriate Box**

□ Affected Employee/s consulted by Employer

□ Affected Employee/s not wishing to work in accordance with the clause have been given an opportunity to reasonably refuse

□ Affected Employee/s informed that if they have a concern about working the scheduled RDO they can raise the matter with their union delegate/employee representative.

**Reason/s for work on scheduled RDO (as per clause 32 of the Document)**

□ High risk activity (specify below)

□ Maintenance, repair, commissioning

□ Restrictions, laws, regulations, etc.

□ Inclement weather

□ Other

**Explanation of ground/s listed above:**

## APPENDIX 7 – AUDIT FORM

EMPLOYER NAME: _____

ABN NUMBER: _____

ADDRESS: _____

PRINCIPAL NAME: _____

PRINCIPAL TITLE:

WORKCOVER POLICY NUMBER: _____

Number of personnel: _____

Overtime 1½x _____

Overtime 2x _____

Base Hourly Rate _____

Fares & Travel _____

| | | |
|---|---|---|
| Superannuation: | □ Yes | □ No |
| Redundancy Trust Fund: | □ Yes | □ No |
| Training Fund: | □ Yes | □ No |
| Income Insurance: | □ Yes | □ No |
| STQ: | □ Yes | □ No *Payable only for employees engaged under* |
| RDO Accrual: | □ Yes | □ No |
| Annual Leave: | □ Yes | □ No |
| Sick Leave: | □ Yes | □ No |
| PSLS: | □ Yes | □ No |
| Group Tax: | □ Yes | □ No |

STATUTORY DECLARATION BY PRINCIPAL: I hereby state that the Employer has paid all of its entitlements and legal obligations in accordance with the appropriate industrial instrument.

_____PRINCIPAL

AUTHORISED BY CPA/INSTITUTE OF CHARTERED ACCOUNTANTS

EMPLOYER NAME:

NAME OF ACCOUNTANT:

REGISTRATION DETAILS

AUTHORISATION STATEMENT: I have examined the time and wages records and hereby certify that they are in accordance with the appropriate industrial instrument.

_____CERTIFIED PRACTISING ACCOUNTANT

## APPENDIX 8 - ENDORSEMENT OF THE DOCUMENT

Signed for and on behalf of **«E3LNAM»** (ABN «E3NABN»)

I**,** «E3CFNM» «E3CNAM», «E3POSN» of «E3SRNM» am authorised to sign the Document on behalf of the **«E3LNAM»:**

**SIGN NAME**

«E3ADR1» «E3ADR2»«E3ADR3», «E3STAT» «E3POST»

**ADDRESS**

_____

**DATE**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

**WITNESS NAME**

Signed for and on behalf of the **Construction, Forestry, Maritime, Mining and Energy Union**

I, Michael Ravbar/Jade Ingham, Divisional Branch Secretary/ Assistant Secretary of The Construction, Forestry, Maritime, Mining and Energy Union, Construction and General Division, Queensland Northern Territory Divisional Branch am authorised to sign the Document on behalf of The Construction, Forestry, Maritime, Mining and Energy Union**:**

**SIGN NAME**

**DATE**

16 Campbell Street, Bowen Hills, Qld, 4006

**ADDRESS**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

**PRINT NAME**

Signed for and on behalf of the **CEPU Electrical Division**

I, Peter Ong, Divisional Branch Secretary of CEPU Electrical Division, Queensland & Northern Territory Divisional Branch am authorised to sign the Document on behalf of the CEPU Electrical Division

**SIGN NAME**

**DATE**

**ADDRESS**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

**PRINT NAME**

Signed for and on behalf of the **CEPU Plumbing Division**

I, Gary O'Halloran, Divisional Branch Secretary of CEPU Plumbing Division, Queensland & Northern Territory Divisional Branch am authorised to sign the Document on behalf of the CEPU Plumbing Division

**SIGN NAME**

**DATE**

**ADDRESS**

**IN THE PRESENCE OF**

Without Prejudice Draft

**WITNESS SIGNATURE**

**PRINT NAME**

Signed for and on behalf of the **AMWU**

I, Rohan Webb, Secretary of AMWU, Queensland & Northern Territory Divisional Branch am authorised to sign the Document on behalf of the AMWU

**SIGN NAME**

**DATE**

**ADDRESS**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

**PRINT NAME**

Without Prejudice Draft

18 October 2019

Queensland Government Tender Box
C/o Decipha Pty Limited
2 Duncan Street, West End, QLD. 4101

To Whom It May Concern

REQUEST FOR TENDER – CAIRNS CONVENTION CENTRE EXPANSION & REFURISHMENT PROJECT (CCCE)

CPB Contractors is pleased to submit its Request for Tender response for the Cairns Convention Centre Expansion & Refurbishment Project (CCCE).

We appreciate that population growth, increasing tourism and demand on the existing Cairns Convention Centre (CCC) is impacting on Cairns' ability to capture its market share of the major trade shows. The proposed expansion and refurbishment project will level the playing field and attract more visitors to the region. The existing facility will remain operational during the proposed expansion; and CPB will work with all relevant stakeholders to implement a construction methodology and plan to ensure that delegates and other visitors have a positive experience at the current venue throughout the construction period.

CPB's experienced construction delivery team will draw on lessons learned working on buildings with similar scope and construction constraints to those posed by the CCCE including Star Entertainment Group's Jupiters' Integrated Atrium Redevelopment (undertaken in a 24/7 operational tourist environment), APEC Haus conference facility and the soon to be completed Te Pae Christchurch Convention and Exhibition Centre. Our experienced Managing Contractor team will manage key project risks including safely and efficiently delivering traffic management and site access logistics, managing concurrent refurbishment works across multiple areas, and mitigating work at height risks – particularly for the roofing component – all while mitigating disruption challenges and maintaining operations during construction.

Committed to completing each of the Separable Portions in time for a full facility handover in December 2021, we are confident of our ability to deliver certainty of construction cost while achieving the high-quality standards demanded of the new facility. We are also conscious that should CPB Contractors be selected as the preferred contractor, that we will become highly visible participants in the Cairns community. We are committed to maintaining a high degree of positive stakeholder experience throughout construction and will work with the venue's brand ambassadors to simultaneously build awareness of the facility to support future conference bookings.

Please note however, we are unable to include Addendum #7 in our offer. After seeking legal advice, the practical implementation of the Best Practice Principles Minimum Conditions (BBPMC) will cause CPB to breach the Code for the Tendering and Performance of Building Work 2016 (the Code), and contravene the Fair Work Act 2009 (Cth) (FW Act). Notwithstanding, we are committed to the implementation of the Queensland Government's Best Practice Principles, and we welcome the opportunity to discuss this further with you.

We look forward to sharing with you the considerable strength and expertise of our experienced team who will achieve exemplary flexible, sustainable outcomes for the revitalised Cairns Convention Centre.

Yours faithfully
CPB CONTRACTORS PTY LIMITED

[redacted]

Ross Olsen
Pre-contacts Manager – QLD & PNG



**CPB Contractors Pty Ltd** ABN 98 000 893 667
**Brisbane**
Level 6, HQ South Tower, 520 Wickham Street Fortitude Valley QLD 4006 Australia. PO Box 1677 Fortitude Valley QLD 4006 Australia
T +61 7 3215 4600 cpbcon.com.au

# TENDER FORM



| PROJECT TENDER INFORMATION | | | |
|---|---|---|---|
| **Principal's Nominee:** | Phil Saban | **Phone:** | [redacted] |
| **Email:** | [redacted] | **Fax:** | |
| **Tender lodgement address:** | *The Queensland Government Tender Box*<br>*C/o Decipha Pty Ltd*<br>*2 Duncan Street, West End QLD 4101* | | *(Please ensure that your tender is in a sealed envelope quoting the Project No. and addressed to the correct Tender Box)* |
| **Time for close of Tender:** | 2.00 pm on 18/10/2019 | | |
| **No. of copies of Tender:** | Hardcopy: 1 Original plus 4 copies. Electronic: 2 USBs | | |
| **Project Description:** | Cairns Convention Centre Expansion and Refurbishment Project | | |

## (1) TENDER

| | | | |
|---|---|---|---|
| **To** | The State of Queensland through the Department of Housing and Public Works *(the Principal)* | | |
| I / We | CPB Contractors Pty. Limited<br>*(Full Name in BLOCK LETTERS of Individuals or Company)* | | |
| | being a public* / ~~private* company incorporated in~~<br>*(*delete one)* | CPB Contractors is a wholly owned subsidiary of Australian publicly listed company CIMIC Group Limited (ASX:CIM). | |
| ACN: | 000 893 667 | ABN: | 98 000 893 667 |
| Registered Office Address: | **Registered head office**<br>Level 18, 177 Pacific Highway<br>North Sydney NSW 2060<br>P +61 2 8668 6000<br>F +61 2 8668 6666<br>www.cpbcon.com.au | | |
| QBCC License No: | QBCC Open Licence Class: Licence Number 128 | PQC Registration: | Certificate of Prequalification (PQC), PQC Rating: Level 4<br>Registration Number: 00092 |
| Phone: | Mark Norris, Building Operations Manager QLD/PNG, Mobile: [redacted] | Fax: | [redacted] |
| Email: | [redacted] | | |

hereby tender in respect of the following items for the above project in accordance with the terms, conditions and requirements contained in the Tender Documents as amended or clarified by Addenda numbered 1,2,3,4,5,6,8 inclusive. *(*List all addenda, as applicable, e.g. 1, 2, 3 – not three or 3)*

Without limitation, I/we acknowledge the tender warranties set out at clause 8 of the Conditions of Tender.

**Warranty to Comply with Training Policy**

By its signature on this Tender Form, the Tenderer warrants that, if awarded a Contract for this project, it will comply with the training requirements of Clause 41.4 of the Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the Conditions of Contract.

Addenda 7 left out

**Ethical Supplier Threshold**

*(The Tender **must** respond to the Ethical Supplier Threshold criteria included below. Responses should only include matters from the previous 5 years, starting from 1 August 2019)*

| Since 1 August 2019, has the Tenderer: | *(tick one)* |
|---|---|
| 1. contravened a civil remedy provision of Chapter 2 or Chapter 3 of the *Fair Work Act 2009* (Cth), or committed an offence against the *Fair Work Act*? | ☐ **Yes** ☒ **No** |

| | | |
|---|---|---|
| 2. | contravened a civil remedy provision of Chapter 2, 3, 4, 5, or 7 of the *Industrial Relations Act 2016* (Qld), or committed an offence against the *Industrial Relations Act*, or failed to pay employment related levies, or other payments, established under Queensland legislation? | ☐ Yes ☒ No |
| 3. | failed to make superannuation contributions on behalf of employees in accordance with law? | ☐ Yes ☒ No |
| 4. | purported to treat employees as independent contractors, where they are not? | ☐ Yes ☒ No |
| 5. | required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors? | ☐ Yes ☒ No |
| 6. | engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees? | ☐ Yes ☒ No |
| 7. | entered into an arrangement for the provision of labour hire services with a person who is not licensed under the *Labour Hire Licensing Act 2017* (Qld), or a supplier who is an unlicensed provider under the *Labour Hire Licensing Act*? | ☐ Yes ☒ No |
| 8. | paid employees' wages below those provided for in an applicable modern award? | ☐ Yes ☒ No |

Warranty Removed

| Corporation | ACN & Registered office address |
|---|---|
| *Where the Tenderer is related to, or is a subsidiary of, another or other corporations as defined in the Corporations Act 2001 (Cth), that (those) corporation(s) is (are) as follows:* | |
| CIMIC Group Limited | ACN: 004 482 982<br>Level 25, 177 Pacific Highway<br>North Sydney, NSW, 2060, Australia |

| | | |
|---|---|---|
| **Executed by:** | CPB Contractors Pty Limited | 000 893 667 |
| | *Name of Company* | *ACN* |
| In accordance with section 127 of the *Corporations Act 2001* (Cth) by: | | |
| **Signed by:** | [redacted] | [redacted] |
| | *Signature of ~~Director~~/Secretary* | |
| | Jean-Paul Wallace | Juan Santamaria Cases |
| | *Name of ~~Director~~/Secretary* | *Name of Director* |
| | On the 18 day of October 2019. | |

**Privacy Statement:** The Principal is collecting the personal information on this Tender Form for the purposes of tender evaluation and any subsequent contract that may arise. The information may be used in accordance with the provisions of the Tender Documents. Any personal information included on this Tender Form may be disclosed to the Tender evaluation panel and their advisors but will not be disclosed to any other third party without the Tenderer's consent unless authorised or required by law or stipulated in the Tender Documents.

| | | | |
|---|---|---|---|
| (2) | **MANAGEMENT FEE** | *Conditions of Contract clause 2.1.36* | |
| | (a) Stage One – Lump sum (inclusive of GST): | | $1,545,819 |
| | (b) Stage Two – Lump sum (inclusive of GST): (in the event that Stage Two proceeds) | | $242,000 |
| (3) | **OFF SITE OVERHEADS AND PROFIT FEE** | *Conditions of Contract clause 2.1.43 and Conditions of Tender Schedule 2* | |
| | (a) Stage One – Lump sum (inclusive of GST): | | Included elsewhere |
| | (b) Stage Two – Percentage, to be applied to the Actual Construction Sum: (in the event that Stage Two proceeds, and for any Early Works) | | 3.85% |
| (4) | **ON SITE OVERHEADS FEE** | *Conditions of Contract clause 2.1.45* | |
| | Stage Two – Lump sum (inclusive of GST): (in the event that Stage Two proceeds, and for any Early Works) | | $9,420,268 |
| (5) | **CONSULTANTS FEE** | *Conditions of Contract clause 2.1.12* | |
| | Lump sum (inclusive of GST): (more detailed breakdown to be included at the table at item 8) | | $ 8,688,670 |
| | The Consultants Fee must be no less than $8,675,313 (inclusive of GST) | | |
| (6) | **PROVISIONAL DELAY ALLOWANCE** | *Conditions of Contract clause 50* | |
| | Stage Two – Allowance (inclusive of GST): (in the event that Stage Two proceeds) | | $ 264,000 |
| (7) | **SCHEDULE OF AGREED DAMAGES FOR DELAY BY THE PRINCIPAL** | *Conditions of Contract clause 50* | |

The Tenderer's attention is drawn to Clause 50 of the Conditions of Contract. This provides for the Managing Contractor to be paid "agreed damages", inclusive of GST, in respect of delays caused by an act or omission by the Principal, the Principal's Representative or any of the Principal's employees, consultants, other contractors or agents, where the conditions precedent set out in clause 50 have been satisfied.

The agreed damages shall be calculated by reference to a daily rate which is inclusive of GST.

The Tenderer shall price this schedule and the total of the provisional number of delay days stated multiplied by the tendered rate per day (inclusive GST) shall be the provisional delay allowance included in its Tender. Such provisional delay allowance may be taken into account in the assessment of tenders.

The Tenderer may submit multiple rates for different phases of the Construction Work where On Site Overheads for those phases are significantly different.

| Description of portion of contract to which Delay Rate applies | Provisional no. of delay days | | Tendered Rate/Day (Inclusive of GST) | | Total Provisional Delay Allowance (inclusive of GST) included in Tender |
|---|---|---|---|---|---|
| Stage Two | 20 delay days* | x | $13,200/day | = | $ 264,000 |

The inclusion of provisional delays in the Contract shall not be taken as an anticipatory breach and shall not prevent the Principal from exercising the Principal's rights under the Contract or at law.

## (8) CONSULTANTS

| DISCIPLINE | CONSULTANT | DESCRIPTION OF SERVICES *Attach additional information in accordance with the Tender Evaluation Criteria* | LUMP SUM FEE *Developed Design* | LUMP SUM FEE *Contract Documentation* | LUMP SUM FEE *Construction* | LUMP SUM FEE *Post Construction* | TOTAL LUMP SUM FEE |
|---|---|---|---|---|---|---|---|
| Principal Consultant & Architect | Cox | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Civil Engineering, Geotechnical Engineering & Surveying | ARUP | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Structural Engineering | ARCADIS | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Façade Engineering | INHABIT GROUP | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Hydraulics Engineering | AECOM | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Mechanical Engineering | McClintock Engineering | | [redacted] | [redacted] | [redacted] | - | [redacted] |
| Electrical Engineering | Sequal Consulting | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Electronics Engineering | Sequal Consulting | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Electrical Lighting | AECOM | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Fire Services Engineering | NDY | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Fire Protection Engineering Services | NDY | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Landscape Architecture | Andrew Prowse | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Access Consultant | MacKenzie Group | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Acoustic Consultant | Acoustic Studio | | [redacted] | [redacted] | [redacted] | - | [redacted] |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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Traffic & Transport Engineering | ARUP | | [redacted] | [redacted] | - | - | [redacted] |
| Building Certifier | MacKenzie Group | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Furniture, Fitments & Equipment | RGCFFE | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Food & Beverage Services Consultant | FSD Australia | | - | [redacted] | [redacted] | [redacted] | [redacted] |
| ESD Consultant | INHABIT GROUP | | [redacted] | [redacted] | [redacted] | - | [redacted] |
| Audiovisual & ICT Specialist Consultant | AURECON | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Vertical Transport Engineering | AECOM | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Signage Consultant | DotDash | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| Waste Management Consultant | TTM | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| **SUBTOTAL** | | | [redacted] | [redacted] | [redacted] | [redacted] | [redacted] |
| **Gap Analysis - After review of design fees CPB recommend the following extra allowances:** | | | | | | | |
| Civil Sewer and Water infrastructure | | | | | | | [redacted] |
| Further structural engineering detailing - to existing structure | | | | | | | [redacted] |
| Survey & Geotech | | | | | | | [redacted] |
| Façade engineer travel to Cairns | | | | | | | [redacted] |
| Glare, thermal comfort, reflection and daylight studies | | | | | | | [redacted] |


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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Acoustic testing on completion | | | | | | | [redacted] |
| Acoustic advice for construction activities | | | | | | | [redacted] |
| PA speaker design | | | | | | | [redacted] |
| **TOTAL CONSULTANT FEES** | | | | | | | [redacted] |


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Queensland Government

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Published Thursday, 05 December, 2019 at 07:24 AM

Queensland Government

**JOINT STATEMENT**

**Premier and Minister for Trade**
The Honourable Annastacia Palaszczuk

**Minister for Housing and Public Works, Minister for Digital Technology and Minister for Sport**
The Honourable Mick de Brenni

# WANTED: Local tradies to work on Cairns Convention Centre upgrade

Hundreds of local tradies will be needed for the Cairns Convention Centre expansion with the managing contractor now signed and early works soon to begin.

Premier Annastacia Palaszczuk announced that her government had appointed Lendlease Building Pty Limited as the managing contractor after they put forward a strong case to leverage their economic value for the region by supporting quality local jobs.

"We're investing $176 million for the Cairns Convention Centre upgrade that will support around 570 full time jobs," the Premier said.

"That's in addition to more than 200,000 jobs this government has helped create building the schools, roads and additional hospital beds that Queenslanders need right across the State.

"This expansion is not only creating jobs now but will help the city attract new conferences and events of even greater sizes and complexity which will ensure Cairns has a competitive advantage and pride of place on the global conventions calendar, creating even more jobs in the future."

Member for Cairns Michael Healy welcomed the news and said he would be keeping a close eye on the project to ensure maximum local benefit.

"Lendlease has a team based in Cairns with a very strong record of delivering major government projects and our deal with them contractually requires them to engage local tradies on the opportunities to tender for convention centre works packages," Mr Healy said.

"I'd urge local tradies to make the most of this significant opportunity because ticking the right boxes when tendering for this project will help when tendering for other government work.

"While the expansion alone will support up to 570 jobs over the lifetime of the project, the flow on benefits will be far reaching with additional direct and indirect employment opportunities long into the future through hospitality, logistics, security and maintenance.

"This $176 million investment will also attract some 20,000 additional visitors to the Tropical North, injecting up to another $50 million into the local economy annually."

Minister for Housing and Public Works Mick de Brenni said the Palaszczuk Government was making it easier for businesses that do the right thing by their workers and their local communities when tendering for government work.

"Lendlease Building Pty Limited won the managing contractor appointment by demonstrating how they will deliver benefits to the Tropical North, including how they propose to engage with a local workforce," Mr de Brenni said.

"As part of delivering local benefits, they were also required to show and commit to how local mum and dad businesses and tradies will be engaged in work packages.

"Lendlease will be responsible for ensuring the objectives of the Queensland Government's Buy Queensland policy are fully realised."

Mr de Brenni confirmed the Queensland Government's Best Practice Principles for government projects over $100 million would apply to the convention centre project.

"Lendlease Building Pty Limited will also evaluate trade package tenderers on workplace health and safety, the employment of apprentices and trainees, and their track record of paying employees fairly," he said.

"Workers on major Queensland Government projects deserve the same pay, job security and safety conditions, no matter where they are working in our State."

Mr de Brenni said the Queensland Government was boosting economic activity right across the Tropical North by continuing to invest in major infrastructure and tourism development.

“More construction activity and more national and international visitors means more jobs for North Queenslanders,” he said.

The first phase of convention centre works will commence soon and includes lift upgrades. The centre will remain open and operational until May 2020.

A planned closure period from May to October next year will allow for roof replacement, air-conditioning and amenities upgrades, and general refurbishment work.

“Our aim is to ensure the expansion works cause as little disruption to centre operations as possible and early in 2022, the expanded Cairns Convention Centre will officially re-open bigger and better than ever,” Mr de Brenni said.

Records show the last major upgrade at Cairns Convention Centre was in 2005, when $10 million was invested by the then Beattie Government.

You can find out more about Buy Queensland and Best Practice Principles here >> https://www.hpw.qld.gov.au/Procurement/ProcurementStrategy/BuyQLD/Pages/default.aspx (https://www.hpw.qld.gov.au/Procurement/ProcurementStrategy/BuyQLD/Pages/default.aspx)

***Photo 1 attached (L to R): Member for Cook Cynthia Lui, Member for Barron River Craig Crawford, Premier Annastacia Palaszczuk, Member for Cairns Michael Healy***

**ENDS**

**Media contact:**

Zoe Russell – (Premier’s Office) 0439 982 347

Rosie Gilbert - (Minister de Brenni’s office) 0466 834 330

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Published Monday, 10 June, 2019 at 08:06 AM

Queensland Government

**Minister for Police and Minister for Corrective Services**
The Honourable Mark Ryan

# Queensland Government announces the construction of a new men's prison

The Palaszczuk Government today announced plans to build a new men's prison near Gatton.

The project will deliver a massive economic boost to the Lockyer Valley, creating hundreds of jobs and delivering significant financial benefits to local businesses.

The new $618.863m facility is planned for completion in 2022-23.

The Queensland State Budget 2019-2020 includes $2m for a Scope of Procurement plan.

Minister for Corrective Services, Mark Ryan, said that the Government would deliver stage 2 of the Southern Queensland Correctional Precinct near Gatton as a part of the most significant budget in terms of financial commitment and resourcing in the history of Queensland Corrective Services.

"The project is expected to create more than 400 construction jobs over the three-year build and eventually deliver more than 500 permanent jobs as well as ongoing opportunities for local businesses to supply goods and services, this is great news for the Lockyer Valley," Minister Ryan said.

"This is about investing in regional jobs today and for the future.

"And it's about supporting Queensland regional businesses today and growing our economy for the future.

"Importantly, it's about delivering regional infrastructure and services for our growing state.

"It also means safer, less crowded, more effective prisons statewide, which will help reduce recidivism and keep our communities safer," he said.

"Planning has commenced for a modern, evidence-based prison which will support safer communities through enhanced mental health, drug and alcohol rehabilitation services, with a focus on addressing the ice epidemic and its link to violent and property crime.

"The Stage 2 Expansion is expected to deliver approximately 1000 beds for male prisoners by 2022-23, helping to address overcrowding across the correctional system and improving the safety of correctional officers and prisoners.

"This announcement is a part of the most significant reform of corrections in a generation, including the Government's response to *Taskforce Flaxton* and the decision to transfer Queensland's two privately-operated prisons to public operation in a world-first push to improve community safety and reduce recidivism," Minister Ryan said.

It will be the first new prison built in Queensland since Southern Queensland Correctional Centre Stage 1 was opened in 2012, and is a part of the government's significant investment in criminal justice system reform as a part of the Queensland State Budget.

**ENDS**

**Media contacts:** Phil Willmington 0411 535 180

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Queensland Government (https://www.qld.gov.au/)

# Managing Contractor – Design and Construction Management – Stage One with option for Stage Two

# (Negotiated Guaranteed Construction Sum)

## Volume 1 of 4 – Tender Requirements

Project name Southern Queensland Correctional Precinct – Stage 2

Project number 87010


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# NOTICE TO TENDERERS

***Disclaimer:***

- *Information provided in this Notice to Tenderers is intended to assist the Tenderer in the preparation of the Tender and may not be inclusive of all the requirements of the Tender Documents.*
- *The Tenderer shall not rely on it.*
- *The Tenderer shall ensure and satisfy itself that its Tender complies in every respect with the requirements of the Tender Documents.*
- *Notwithstanding any provision of the Tender Documents to the contrary, the information provided in this Notice to Tenderers does not form part of the Tender Documents and it shall not alter any requirement of the Tender Documents or any obligation, liability or right of the Tenderer, Managing Contractor or Principal.*
- *The Principal shall not be liable to the Tenderer for any claim, demand, action, proceeding or suit arising out of or in connection with this Notice to Tenderers or the provision of the information contained herein.*

## Changes to Volume 1 – Tender Requirements

The Tenderer's attention is drawn to the following additional clauses of the Conditions of Tender, which may not have been included in previous versions of the conditions of tender that may have been used for other Queensland Government projects:

- Clause 15 – Ethical Supplier Threshold; and
- Clause 16 – Best Practice Industry Conditions.

The Tenderer is required to submit a completed consent form (provided in Schedule 2 Appendix 2) within one (1) week of the issue of the Request for Tender.

## Changes to Volume 2 – Conditions of Contract

The Tenderer's attention is drawn to the following provisions of Volume 2 – Conditions of Contract, which have been amended from previous versions of the conditions of contract that may have been used for other Queensland Government projects:

- Clause 2.1 – Definitions of Actual Construction Sum, Best Practice Industry Conditions, Construction Work, Consultants Fee, GCS Offer, Off Site Overheads and Profit Fee, On Site Overheads, On Site Overheads Fee and amendments to incorporate Best Practice Principles;
- Clause 3.2 Nature and Scope of Contract;
- Clause 11 – GCS Offer;
- Clause 18.1 – Engagement of Consultants;
- Clause 21.2 – Construction Work;
- Clause 21.5 – Variations to Subcontracts;
- Clause 37.1 – Personnel;
- Clause 41.7 – Queensland Procurement Policy;
- Clause 49.3 – Extension of Time;
- Clause 53.4 – Valuation of Variations;
- Clause 57.2 – Payment Claims;
- Clause 58.2 – Statutory Declaration;
- Clause 59.2 – Default by the Managing Contractor; and

- Clause 64 – Records and Access to Records.

The above list is not complete nor comprehensive and does not identify all changes that may exist between Volume 1 – Tender Requirements or Volume 2 – Conditions of Contract and any previous versions of those, or similar documents. Tenderers must not rely on the above lists and are required to refer to the Tender Documents to determine the conditions of tender or conditions of contract for the project and the obligations, rights and liabilities of the parties set out therein.

## Tender Checklist

*This checklist is not required to be submitted with the Tender and will not be considered as part of the Tender should it be submitted with the Tender.*

**Conditions of Tender Reference**

| | | |
|---|---|---|
| 1. | Parties Bound | ☐ Tenderer understands provision |
| 2. | Tenderer Prequalification & Registration | ☐ Tender complies |
| 3. | Communication with the Principal | ☐ Tender complies |
| 4. | Conditions of Tender | |
| | 4.1. Code of Tender | ☐ Tender complies |
| | 4.2. Interpretation | ☐ Tenderer understands provision |
| | 4.3. Definitions | ☐ Tenderer understands provision |
| 5. | Tender Documents | |
| | 5.1. Composition and Availability | ☐ Tenderer understands provision |
| | 5.2. Addenda | ☐ Tender complies |
| | 5.3. Confidentiality | ☐ Tenderer understands provision |
| | 5.4. Discrepancies, Errors and Omissions | ☐ Tender complies |
| 6. | Copyright and Intellectual Property | |
| | 6.1. Tender Documents | ☐ Tenderer understands provision |
| | 6.2. Tender | ☐ Tenderer understands provision |
| 7. | General Tendering Requirements & Obligations | |
| | 7.1. Lodgement of Tender | ☐ Tender complies |
| | 7.2. Composition of the Tender | ☐ Tender complies |
| | 7.3. Tender for the works for Stage One and Stage Two | ☐ Tender complies |
| | 7.4. Alternative Tenders | ☐ Tenderer understands provision |
| | 7.5. Tenderer to Inform Itself | ☐ Tenderer understands provision |
| | 7.6. Rise and Fall | ☐ Tender complies |
| | 7.7. Quality Assurance | ☐ Tender complies |
| | 7.8. Language | ☐ Tender complies |
| | 7.9. Units of Measurement | ☐ Tender complies |

| | | |
|---|---|---|
| 7.10. Order of Tender | ☐ | Tender complies |
| 7.11. Consolidated Tender | ☐ | Tenderer understands provision |
| 7.12. Consultants | ☐ | Tender complies |
| 7.13. Costed Methodology Statement | ☐ | Tender complies |
| 7.14. Preferred Subcontractors | ☐ | Tender complies |
| 8. Tenderer Warranties | ☐ | Tenderer understands provision |
| 9. Tenderer Assessment and Tender Evaluation | | |
| 9.1. Principal's Discretion | ☐ | Tenderer understands provision |
| 9.2. Tender Evaluation and Assessment | ☐ | Tenderer understands provision |
| 9.3. Additional information | ☐ | Tenderer understands provision |
| 9.4. Tender Evaluation Process | ☐ | Tenderer understands provision |
| 10. Right to Information and Disclosure | ☐ | Tenderer understands provision |
| 11. Deed of Guarantee, Indemnity and Assumption | ☐ | Tenderer understands provision |
| 12. Formal Instrument of Agreement | ☐ | Tenderer understands provision |
| 13. Tenderer's Acknowledgement | ☐ | Tenderer understands provision |
| 14. Collusive Arrangements | ☐ | Tenderer understands provision |
| 15. Ethical Supplier Threshold | ☐ | Tenderer understands provision |
| 16. Best Practice Industry Conditions | ☐ | Tenderer understands provision |

# TENDER FORM

**Page 1**

| PROJECT TENDER INFORMATION | | | |
|---|---|---|---|
| **Principal's Nominee:** | Sherril Blain - Procurement Manager | **Phone:** | [redacted] |
| **Email:** | [redacted] | **Fax:** | |
| **Tender lodgement address:** | **eTender** | *(Please ensure that your tender is in a sealed envelope quoting the Project No. and addressed to the correct Tender Box)* | |
| **Time for close of Tender:** | 2.00 pm on 22/04/2020 | | |
| **No. of copies of Tender:** | eTender only, no hard copies. | | |
| **Project Description:** | *Southern Queensland Correctional Precinct – Stage 2* | | |

## (1) TENDER

| | | | |
|---|---|---|---|
| **To** | The State of Queensland through the Department of Housing and Public Works *(the Principal)* | | |
| I / We | *(Full Name in BLOCK LETTERS of Individuals or Company)* | | |
| | being a public* / private* company incorporated in *(*delete one)* | | |
| ACN: | | ABN: | |
| Registered Office Address: | | | |
| QBCC License No: | | PQC Registration: | |
| Phone: | | Fax: | |
| Email: | | | |

hereby tender in respect of the following items for the above project in accordance with the terms, conditions and requirements contained in the Tender Documents as amended or clarified by Addenda numbered …….. * inclusive. *(*List all addenda, as applicable, e.g. 1, 2, 3 – not three or 3)*

Without limitation, I/we acknowledge the tender warranties set out at clause 8 of the Conditions of Tender.

**Warranty to Comply with Training Policy**

By its signature on this Tender Form, the Tenderer warrants that, if awarded a Contract for this project, it will comply with the training requirements of Clause 41.4 of the Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the Conditions of Contract.

**TENDER FORM** **Page 2**

## Ethical Supplier Threshold

*(The Tender **must** respond to the Ethical Supplier Threshold criteria included below. Responses should only include matters from the previous 5 years, starting from 1 August 2019)*

| Since 1 August 2019, has the Tenderer: | *(tick one)* |
|---|---|
| 1. contravened a civil remedy provision of Chapter 2 or Chapter 3 of the *Fair Work Act 2009* (Cth), or committed an offence against the *Fair Work Act*? | ☐ **Yes** ☐ **No** |
| 2. contravened a civil remedy provision of Chapter 2, 3, 4, 5, or 7 of the *Industrial Relations Act 2016* (Qld), or committed an offence against the *Industrial Relations Act*, or failed to pay employment related levies, or other payments, established under Queensland legislation? | ☐ **Yes** ☐ **No** |
| 3. failed to make superannuation contributions on behalf of employees in accordance with law? | ☐ **Yes** ☐ **No** |
| 4. purported to treat employees as independent contractors, where they are not? | ☐ **Yes** ☐ **No** |
| 5. required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors? | ☐ **Yes** ☐ **No** |
| 6. engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees? | ☐ **Yes** ☐ **No** |
| 7. entered into an arrangement for the provision of labour hire services with a person who is not licensed under the *Labour Hire Licensing Act 2017* (Qld), or a supplier who is an unlicensed provider under the *Labour Hire Licensing Act*? | ☐ **Yes** ☐ **No** |
| 8. paid employees' wages below those provided for in an applicable modern award? | ☐ **Yes** ☐ **No** |

**Warranty to comply with Queensland Procurement Policy, Ethical Supplier Threshold and Best Practice Principles**

By its signature on this Tender Form, the Tenderer warrants that:

a) the Tenderer's responses to the criteria set out in the Ethical Supplier Threshold questionnaire are true and correct;

b) if, at any time after the Tenderer submits its Tender, the Tenderer's responses to the criteria set out in the Ethical Supplier Threshold questionnaire are no longer true and correct for any reason, the Tenderer will promptly notify the Principal's Nominee of the change to the Tenderer's response; and

c) if awarded a Contract for this project, the Tenderer will comply with the requirements of Clause 41.7 of the Conditions of Contract and acknowledges that this warranty is given in addition to any of the terms of the Conditions of Contract.

| Corporation<br>*Where the Tenderer is related to, or is a subsidiary of, another or other corporations as defined in the Corporations Act 2001 (Cth), that (those) corporation(s) is (are) as follows:* | ACN & Registered office address |
|---|---|
| | |
| | |

| | | |
|---|---|---|
| **Executed by:** | | |
| | *Name of Company* | *ACN* |
| In accordance with section 127 of the *Corporations Act 2001* (Cth) by: | | |
| **Signed by:** | | |
| | *Signature of Director/Secretary* | *Signature of Director* |
| | *Name of Director/Secretary* | *Name of Director* |
| | On the …… day of ……. 20…… | |

**Privacy Statement:** The Principal is collecting the personal information on this Tender Form for the purposes of tender evaluation and any subsequent contract that may arise. The information may be used in accordance with the provisions of the Tender Documents. Any personal information included on this Tender Form may be disclosed to the Tender evaluation panel and their advisors but will not be disclosed to any other third party without the Tenderer's consent unless authorised or required by law or stipulated in the Tender Documents.

**TENDER FORM** **Page 3**

| | | | |
|---|---|---|---|
| (2) | **MANAGEMENT FEE** | *Conditions of Contract Clause 2.1* | |
| | (a) Stage One – Lump sum (inclusive of GST): | | $..... |
| | (b) Stage Two – Lump sum (inclusive of GST): (in the event that Stage Two proceeds) | | $..... |
| (3) | **OFF SITE OVERHEADS AND PROFIT FEE** | *Conditions of Contract Clause 2.1 and Conditions of Tender Schedule 2* | |
| | (a) Stage One – Lump sum (inclusive of GST): | | $..... |
| | (b) Stage Two – Percentage, to be applied to the Actual Construction Sum: (in the event that Stage Two proceeds, and for any Early Works) | | .....% |
| (4) | **ON SITE OVERHEADS FEE** | *Conditions of Contract Clause 2.1* | |
| | Stage Two – Lump sum (inclusive of GST): (in the event that Stage Two proceeds, and for any Early Works) | | $……..... |
| (5) | **CONSULTANTS FEE** | *Conditions of Contract Clause 2.1* | |
| | Lump sum (inclusive of GST): (more detailed breakdown to be included at the table at item 8) | | $..... |
| | The Consultants Fee must be no less than **$22,072,907 (incl. GST)** | | |
| (6) | **PROVISIONAL DELAY ALLOWANCE** | *Conditions of Contract Clause 50* | |
| | Stage Two – Allowance (inclusive of GST): (in the event that Stage Two proceeds) | | $..... |
| (7) | **SCHEDULE OF AGREED DAMAGES FOR DELAY BY THE PRINCIPAL** | *Conditions of Contract Clause 50* | |

The Tenderer's attention is drawn to Clause 50 of the Conditions of Contract. This provides for the Managing Contractor to be paid "agreed damages", inclusive of GST, in respect of delays caused by an act or omission by the Principal, the Principal's Representative or any of the Principal's employees, consultants, other contractors or agents, where the conditions precedent set out in Clause 50 have been satisfied.

The agreed damages shall be calculated by reference to a daily rate which is inclusive of GST.

The Tenderer shall price this schedule and the total of the provisional number of delay days stated multiplied by the tendered rate per day (inclusive GST) shall be the provisional delay allowance included in its Tender. Such provisional delay allowance may be taken into account in the assessment of tenders.

The Tenderer may submit multiple rates for different phases of the Construction Work where On Site Overheads for those phases are significantly different.

| Description of portion of contract to which Delay Rate applies | Provisional no. of delay days | | Tendered Rate/Day (Inclusive of GST) | | Total Provisional Delay Allowance (inclusive of GST) included in Tender |
|---|---|---|---|---|---|
| Stage Two | 40 delay days | x | $...../day | = | $..... |

The inclusion of provisional delays in the Contract shall not be taken as an anticipatory breach and shall not prevent the Principal from exercising the Principal's rights under the Contract or at law.

**TENDER FORM** **Page 4**

| (8) CONSULTANTS | | *Conditions of Tender clause 7.12* | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **DISCIPLINE** | **CONSULTANT** | **DESCRIPTION OF SERVICES** *Attach additional information in accordance with the Tender Evaluation Criteria* | **LUMP SUM FEE** ***Schematic Design*** | **LUMP SUM FEE** ***Developed Design*** | **LUMP SUM FEE** ***Contract Documentation*** | **LUMP SUM FEE** ***Construction*** | **LUMP SUM FEE** ***Post Construction*** | **TOTAL LUMP SUM FEE** |
| Principal Consultant & Architect | | | $..... | $..... | $..... | $..... | $..... | $..... |
| Quantity Surveyors | | | $..... | $..... | $..... | $..... | $..... | $..... |
| Mechanical Engineers | | | $..... | $..... | $..... | $..... | $..... | $..... |
| Electrical Engineers | | | $..... | $..... | $..... | $..... | $..... | $..... |
| Communications | | | $..... | $..... | $..... | $..... | $..... | $..... |
| Lift Services | | | $..... | $..... | $..... | $..... | $..... | $..... |
| Fire Services | | | $..... | $..... | $..... | $..... | $..... | $..... |
| Security Services | | | $..... | $..... | $..... | $..... | $..... | $..... |
| Hydraulic Services | | | $..... | $..... | $..... | $..... | $..... | $..... |
| Civil Engineers | | | $..... | $..... | $..... | $..... | $..... | $..... |
| Structural Engineers | | | $..... | $..... | $..... | $..... | $..... | $..... |
| Façade Engineers | | | $..... | $..... | $..... | $..... | $..... | $..... |
| Acoustics | | | $..... | $..... | $..... | $..... | $..... | $..... |
| [Other Service] …… | | | $..... | $..... | $..... | $..... | $..... | $..... |
| | | | | | | | **TOTAL LUMP SUM CONSULTANTS FEE** | $..... |


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# CONDITIONS OF TENDER

## 1. PARTIES BOUND

By receiving a copy of the Tender Documents or submitting a Tender in response to the Invitation to Tender and Tender Documents, a party agrees and the Principal agrees to be bound by and shall comply with the terms of the Tender Documents.

## 2. TENDERER PREQUALIFICATION AND REGISTRATION

As a condition of the Invitation to Tender and a condition precedent to the consideration, evaluation and acceptance of the Tender, the Tenderer is required to hold status as either:

(a) a "Registered Tenderer" with the Department of Housing and Public Works; or

(b) a Registered Pre-Qualified Tenderer with the Queensland Department of Housing and Public Works Prequalification (PQC) System for the PQC Rating and Registration Category relevant to the proposed Contract,

as stated in the Invitation to Tender, prior to being issued Tender Documents and at the Time for close of Tender and at the Date of Acceptance of Tender.

## 3. COMMUNICATIONS WITH THE PRINCIPAL

(a) Unless otherwise agreed with the Principal's Nominee identified in the Tender Form, all communications between the Tenderer and the Principal upon which the Tenderer intends to rely for the purposes of its Tender shall be in writing and addressed to or issued by the Principal's Nominee.

(b) The Principal will not be bound by, and the Tenderer may not rely upon, any oral advice or information nor any written advice or information provided by any person other than the Principal's Nominee.

(c) The Tenderer shall not communicate with any person or corporation who is the intended owner, occupant, operator or manager of the facility the subject of the Tender except with the express permission of the Principal's Nominee.

## 4. CONDITIONS OF TENDER

### 4.1. Code of Tendering

The Principal has adopted AS4120-1994 Australian Standard Code of Tendering, as amended by the Tender Documents, as its code of tendering provided that to the extent of any inconsistency between AS4120-1994 and any other document comprising the Tender Documents the other document shall prevail and (without limitation) particulars of project funding arrangements are confidential to the Principal and the Principal will not be providing particulars of project funding arrangements to Tenderers contrary to AS4120-1994.

### 4.2. Interpretation

(a) Meanings assigned to words and expressions in the Conditions of Contract shall apply to those words and expressions in the Tender Documents.

(b) The clause, sub clause, paragraph and sub-paragraph headings in the Conditions of Tender shall not form part of the Conditions of Tender and shall not be used in the interpretation of the Conditions of Tender.

(c) If any part of the Conditions of Tender is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Conditions of Tender will not be affected and the Conditions of Tender will read as if the part had been deleted.

4.3. **Definitions**

The following definitions shall have effect in respect of the Conditions of Tender only.

In addition to the words and terminology contained in the Conditions of Contract, except where the context otherwise requires:

(a) "Alternative Tender" means a Tender which:

(i) does not comply in every respect with the requirements of the Tender Documents including (without limitation) the Conditions of Tender; or

(ii) contains provisions not required or not allowed by the Tender Documents;

(b) "Best Endeavours Process" means a process that includes, as a minimum:

(i) arranging, attending and participating in meetings with stakeholders;

(ii) disclosing relevant information, other than confidential or commercially sensitive information, in a timely way to stakeholders;

(iii) genuinely considering proposals made by stakeholders, and providing responses, together with reasons, within a reasonable time; and

(iv) not engaging in capricious or unfair conduct that undermines the freedom of any stakeholder or the process.

(c) "Best Practice Industry Conditions" means the Best Practice Industry Conditions at Schedule 18 of Volume 3.

(d) "Conforming Tender" means a Tender on the basis of the Tender Documents for the execution of the whole of the Works in accordance with the Tender Documents and which:

(i) complies in every respect with the requirements of the Tender Documents including (without limitation) the Conditions of Tender; and

(ii) does not contain provisions not required or not allowed by the Tender Documents;

(e) "electronic tender system" refers to:

(i) the Department of Housing and Public Works QTender;

(ii) the Department of Housing and Public Works QBuild eTender; or

(iii) another Information System, specified in the Tender Form;

(f) "Ethical Supplier Threshold" means the Ethical Supplier Threshold described in the Queensland Procurement Policy;

(g) "Information System" means a system for generating, sending, receiving, storing or otherwise processing electronic communications;

(h) "Intellectual Property Rights" means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

(i) "Invitation to Tender" means either:

(i) the invitation, notified directly to an Invited Tenderer by the Principal, to submit a Tender for the performance of the work under the Contract; or

(ii) a public notice or advertisement of the invitation by the Principal to parties to submit a Tender for the performance of the work under the Contract;

(j) "Invited Tenderer" means a party who:

(i) the Principal invited to submit a Tender either:

(A) directly by invitation pursuant to clause 4.3(h)(i); or

(B) indirectly by invitation pursuant to clause 4.3(h)(ii); and

(ii) satisfied the conditions of the Invitation to Tender and the Conditions of Tender at the time of Invitation to Tender and at the time for close of Tender;

(k) "Minimum Consultancy Services" are those stated in Schedule 5 to the Conditions of Contract;

(l) "Moral Rights" are moral rights granted to creators under the *Copyright Act 1968* (Cth) and any similar rights existing under foreign laws;

(m) "Principal's Nominee" means the person identified in the Tender Form;

(n) "Queensland Procurement Policy" means the Queensland Government policy titled "Queensland Procurement Policy 2018" or any policy which replaces that policy;

(o) "Tender" means an offer submitted by a Tenderer and includes the documents and details submitted by a Tenderer referred to in:

(i) clause 7.2 (Composition of the Tender);

(ii) clause 9 (Tenderer Assessment and Tenderer Evaluation); and

(iii) all other documents and information submitted by the Tenderer unless expressly excluded pursuant to the terms of the Tender Documents;

(p) "Tenderer" means a party who submitted a Tender in response to the Tender Documents and includes an Invited Tenderer;

(q) "Tender lodgement address" means the address described as such in the Tender Form.

## 5. TENDER DOCUMENTS

### 5.1. Composition and Availability

(a) "Tender Documents" comprise:

(i) The Invitation to Tender;

(ii) Volume 1 of 4 – Tender Requirements, including the Tender Form and these Conditions of Tender;

(iii) Volume 2 of 4 – Conditions of Contract;

(iv) Volume 3 of 4 – Conditions of Contract – Schedules;

(v) Volume 4 of 4 – Project Brief;

(vi) the Code of Tendering (AS4120-1994) as amended by these Conditions of Tender;

(vii) any other documents provided to tenderers by the Principal for the purpose of tendering; and

(viii) any documents or parts of documents expressly referred to in the Tender Documents;

but excluding the Notice to Tenderers and any other document or part thereof which is expressly stated to be excluded from the Tender Documents.

(b) To the extent of any discrepancy or inconsistency between these Conditions of Tender and AS4120-1994, these Conditions of Tender shall prevail.

(c) An electronic copy of the Tender Documents (excluding AS4120-1994) is available at the electronic address stated in the invitation to tender.

(d) A copy of AS4120-1994 is available at the SAI Global Web Shop, https://www.saiglobal.com/.

5.2. **Addenda**

The Principal may at any time issue amendments to the Tender Documents. Such amendments shall be:

(a) issued in writing;

(b) issued to all Invited Tenderers; and

(c) identified as an addendum to the Tender Documents.

5.3. **Confidentiality**

(a) All information contained in the Tender Documents which is not in the public domain is to be treated as confidential ("Confidential Information"). Confidential Information contained in the Tender Documents is only to be used for the purpose of preparing a Tender in response to the Invitation to Tender and the Tender Documents.

(b) A party issued with Tender Documents:

(i) must ensure that only appropriate employees have access to the Confidential Information. In all such cases, the party is to inform such employees of the confidential nature of the information and that it must not be disclosed.

(ii) must not and must ensure that its employees and agents do not at any time disclose such Confidential Information directly or indirectly to any person whatsoever for any reason, or use or permit it to be used directly or indirectly for any reason.

(iii) fully indemnifies the Principal against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of disclosure or unauthorised use of Confidential Information by the party, its employees and agents.

5.4. **Discrepancies, Errors and Omissions in the Tender Documents**

Should the Tenderer:

(a) find any discrepancy, error or omission in the Tender Documents; or

(b) have any doubt as to the meaning of any portion of the Tender Documents

it shall forthwith notify the Principal's Nominee in writing requesting clarification. Any clarification by the Principal's Nominee shall be valid only if issued in writing and may be issued to all Invited Tenderers.

## 6. COPYRIGHT AND INTELLECTUAL PROPERTY

6.1. **Tender Documents**

(a) The Tender Documents shall at all times remain the property of the Principal.

(b) All rights of intellectual property, including copyright, in the Tender Documents and other documents supplied to the Tenderer by or on behalf of the Principal are the property of the Principal and shall not be used by the Tenderer for purposes other than the preparation of the Tender except with the prior written approval of the Principal.

6.2. **Tender**

(a) All material of any nature whatsoever submitted as the Tender, with the Tender or in relation to the Tender shall remain the property of the Principal.

(b) The Tenderer fully indemnifies the Principal against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of any claim by a third party against the Principal alleging that the material contained in the Tender or acts by the Principal in relation to the Principal's use of the Tender material infringe any Intellectual Property Rights of that third party.

(c) Intellectual Property Rights in all material submitted by the successful Tenderer in its Tender, is hereby assigned to the Principal upon acceptance of the Tender.

(d) To the extent that any material submitted in the successful Tender is the subject of pre-existing Intellectual Property Rights of third parties, the successful Tenderer shall procure an assignment of all such Intellectual Property Rights to the Principal.

(e) The Tenderer shall procure all necessary consents or waivers from creators in respect of Moral Rights to allow the Principal to do or authorise any acts or omissions in relation to material submitted by the successful Tenderer in its Tender.

## 7. GENERAL TENDERING REQUIREMENTS & OBLIGATIONS

### 7.1. Lodgement of Tender

(a) The Tender is required to be submitted to the Tender lodgement address stated in the Tender Form.

(b) For electronic Tenders:

(i) Subject to clause 7.1(b)(iii), the Tender shall be submitted in electronic Microsoft Word, Excel or PDF format delivered to the electronic tender system indicated on the Tender Form at "Tender lodgement address".

(ii) The Tender shall be deemed to have been delivered to the electronic tender system designated to receive the electronic communications at the date and time stated on the electronic receipt issued to the Tenderer. Any Tender, or part thereof, that has not been delivered to the designated electronic tender system before the specified closing time may be rejected at the discretion of the Principal.

(iii) In the event of:

(A) a technical failure of the Tenderer's Information System or of the Principal's electronic tender system, resulting in an inability to submit the Tender in electronic format as required by clause 7.1(b)(i); or

(B) a failure of the Principal's electronic tender system to issue an electronic receipt to the Tenderer acknowledging receipt of an electronic Tender from the Tenderer of an electronic Tender in accordance with clause 7.1(b)(i);

the Principal's Nominee may, on request by the Tenderer, allow the Tender to be submitted in either hardcopy format, in a sealed envelope, delivered to the tender box location advised by the Principal's Nominee, or by email, to the email address advised by the Principal's Nominee.

(iv) If a hardcopy or email Tender is submitted pursuant to clause 7.1(b)(iii), the Tender shall:

(A) include the name of the project and tender number, the closing date and time for receipt of Tenders and the Tenderer's name and address;

(B) state the clause 7.1(b)(iii) event that caused the Tender to be submitted by hardcopy or email; and

(C) be lodged in the tender box at the location advised by the Principal's Nominee by being placed therein or received by email to the advised email address, before the time specified for the closing of Tenders. Hardcopy or email Tenders not in the tender box or email inbox respectively, before the specified closing time may be rejected at the discretion of the Principal.

(c) For hardcopy Tenders:

(i) The Tender shall be submitted in hardcopy format in a sealed envelope, addressed and delivered to the Tender lodgement address stated in the Tender Form.

(ii) The Tender shall be delivered to the Tender lodgement address by the Time for close of Tender stated in the Tender Form.

(iii) If the Tender, or part thereof, is not delivered to the Tender lodgement address by the Time for close of Tender, it may be rejected at the discretion of the Principal no matter what the reason for the late lodgement.

(iv) Franking machine stamps will not be accepted by the Principal as proof of the date and time of dispatch of a Tender received after the Time for close of Tender.

(v) A Tender received by a means other than that expressly provided for in these Conditions of Tender will not be considered.

(vi) The Tenderer shall submit all information required pursuant to Schedule 2 to the Conditions of Tender as part of the Tender.

(vii) It is the responsibility of the Tenderer to ensure that the Principal is fully aware of the Tenderer's capabilities and shall submit as part of the Tender all information the Tenderer considers necessary to demonstrate its capabilities.

7.2. **Composition of the Tender**

(a) The Tenderer shall lodge as the Tender:

(i) all:

(A) Tender Forms, and

(B) relevant Schedules and other parts of the Tender Documents which are required to be completed by the Tenderer,

fully and accurately completed;

(ii) the details identified in the Evaluation Criteria, if any, and required elsewhere in the Tender Documents; and

(iii) all other information the Tenderer considers necessary to demonstrate its capabilities pursuant to clause 9.2 and necessary to clarify its Tender.

(b) Where a schedule of technical details is required to be lodged as part of the Tender, the Tenderer shall, when requested by the Principal, promptly provide such additional information, by way of further details, illustrations, catalogues, brochures and the like, as may be necessary to fully describe the Tender.

(c) the Tenderer shall:

(i) sign the Tender personally or, affix its common seal on the Tender Forms in the manner prescribed in its articles of association or otherwise have the Tender formally and appropriately signed; and

(ii) have the Tender witnessed and dated,

where ever such provision is made.

(d) For electronic Tenders, the original Tender shall be submitted electronically as specified in the Tender Form.

(e) For hardcopy Tenders, an original Tender, marked “original”, plus two (2) complete copies (unless otherwise specified in the Tender Form) of the original Tender shall be enclosed in a sealed envelope or container, endorsed with:

(i) the name of the work tendered for;

(ii) the Tenderer's name and address;

(iii) the Time for close of Tender; and

(iv) the Tender lodgement address.

(f) The Tenderer will execute, and will ensure relevant parties execute, all documents and all acts and things required by the Principal for the purposes of giving effect to these Conditions of Tendering.

(g) The Tenderer shall provide such evidence as the Principal may require in relation to the due execution of the Tender.

7.3. **Tender for the works in respect of Stage One and Stage Two**

(a) It should be noted that if the Tenderer is successful then the Principal shall engage the Managing Contractor:

(i) to execute and complete the work required during Stage One; and

(ii) only if the Principal accepts the Managing Contractor's GCS Offer pursuant to Clause 11.2.1(a) of the Conditions of Contract, to execute and complete the work required during Stage Two.

(b) However, for the avoidance of doubt and notwithstanding any other provision of the Conditions of Tender, there shall not be any award of a Contract in respect of Stage Two, unless and until the Principal accepts the Managing Contractor's GCS Offer pursuant to Clause 11.2.1(a) of the Conditions of Contract.

(c) Tenders are invited on the basis of the Tender Documents.

7.4. **Alternative Tenders**

The Tenderer may, before the Time for close of Tender, submit an Alternative Tender.

7.5. **Tenderer to Inform Itself**

(a) The Tenderer shall satisfy itself that it is a bona fide Invited Tenderer.

(b) The Tenderer shall carry out all relevant investigations, examine, acquaint and satisfy itself with and make due allowance in the Tender for:

(i) the completeness of the Tender Documents;

(ii) all information which is relevant to the risks, contingencies and other circumstances which could affect the Tender and any subsequent contract and which is obtainable by making reasonable enquiries;

(iii) the extent and nature of all services including but not limited to temporary services necessary to ensure the continuing operation of any existing facility;

(iv) the requirements of Authorities having jurisdiction over the Works;

(v) the Site and its surroundings including without limitation:

(A) all relevant physical conditions above, upon and below surface of the Site and the climatic conditions at and near the Site,

(B) the means of access to and from the Site,

(C) facilities at the Site, and

(D) transport facilities for deliveries to the Site;

(vi) the nature of the work, Constructional Plant and material necessary for the execution of the work under the Contract;

(vii) the correctness and sufficiency of its Tender and that the Tender includes allowance for the cost of performing all the obligations and covenants of the Managing Contractor under the Contract and the cost of completing the work under the Contract in accordance with the terms and conditions of the Contract.

7.6. **Rise and Fall**

The Tenderer shall ensure that the Tender includes all allowances in respect of cost adjustment (Rise and Fall) and escalation in accordance with the Tender Documents.

7.7. **Quality Assurance**

The Tenderer shall submit with the Tender evidence satisfactory to the Principal that the Tenderer can comply with the Quality Assurance requirements of the proposed Contract.

7.8. **Language**

The Tender shall be in the English language. Any documents forming part of the Tender which are in a language other than English shall be accompanied by a translation.

7.9. **Units of Measurement**

Measurements and quantities shall be consistent with the Weights and Measures (National Standards) Act 1960-1966, and as amended from time to time, or in the absence of any specification therein in accordance with the Australian Metric Tables and Australian Standard AS1000 - The International System (SI) and its application.

7.10. **Order of Tender**

Where practical, the Tender shall be in a bound document. The order of documents making up the Tender shall be:

(a) the Tender Forms; followed by

(b) the information listed in the tender evaluation criteria contained in the Tender Documents if any (in the order listed).

7.11. **Consolidated Tender**

(a) The Principal may invite the Tenderer to resubmit to the Principal its Tender in the form of a consolidated Tender. The Principal may accept a consolidated Tender. The form of the consolidated Tender shall be:

(i) a complete copy of the original Tender including the Tender Documents together with:

(A) all amendments to the original Tender agreed between the Principal and the Tenderer since the submission of the original Tender clearly noted thereon, and

(B) a letter confirming that the original Tender, amended as aforesaid constitutes the Tenderer's consolidated Tender; or

(ii) copies of Schedules as may have been submitted by the Tenderer in the original Tender or at any time after the submission of the original Tender as the Principal may require:

(A) duly revised to incorporate all amendments agreed by the Principal and the Tenderer since the submission of the original Tenderer, and

(B) clearly marked as superseding all corresponding Schedules previously submitted by the Tenderer, together with:

(C) a letter confirming that the original Tender as amended to incorporate the revised Schedules and any addenda issued by the Principal since the submission of the original Tender constitutes the consolidated Tender.

(b) If requested by the Principal the Tenderer shall provide to the Principal, at no cost to the Principal, three additional copies of the Consolidated Tender.

(c) The Principal shall provide to the Tenderer three additional copies of the Tender Documents and all addenda issued after the submission of the original Tender as considered appropriate by the Principal.

7.12. **Consultants**

(a) Where consultants have been listed in Schedule 1 to the Conditions of Tender, the Tenderer shall select from, and include in its Tender, allowance to engage consultants selected from those listed for the provision of the Minimum Consultancy Services stated in Schedule 5 to the Conditions of Contract. and any services in addition to the Minimum Consultancy Services to fulfil its obligations under the Contract.

(b) Pursuant to the Conditions of Contract, the Managing Contractor may engage consultants other than those listed for services in addition to the Minimum Consultancy Services.

(c) Notwithstanding this clause 7.12 and Schedule 1 to the Conditions of Tender, the Tenderer shall undertake its own:

(i) investigations;

(ii) negotiations;

(iii) confirmations; and

(iv) arrangements

in respect of all consultancy services required by the Managing Contractor to fulfil the obligations of the Managing Contractor under the Contract and shall make all necessary allowances in its Tender.

(d) The Tenderer shall identify at item 8 of the Tender Form:

(i) All consultants that the Tenderer, as Managing Contractor, will engage to provide the Minimum Consultancy Services stated in Schedule 5 to the Conditions of Contract; and

(ii) The scope of consultancy services in addition to the Minimum Consultancy Services the Tenderer, as Managing Contractor, will require to fulfil its obligations under the Contract, together with the names of the consultants intended to be engaged to provide those additional consultancy services; and

(iii) The respective Consultants' fees.

(e) If the Tenderer's Tender is accepted by the Principal, the Tenderer acknowledges that if the Principal has paid to a Consultant identified at Schedule 1 to the Conditions of Tender, any fees included in the minimum Consultants Fee identified on the Tender Form, the Tenderer agrees that the tendered lump sum Consultants Fee accepted by the Principal will be adjusted by the Principal's Representative and reduced by the amount of the additional fees paid by the Principal after issuance of the Tender Documents and prior to acceptance of a Tender.

(f) The Tenderer's acceptance of the consultants listed in Schedule 1 to the Conditions of Tender (if any) and Minimum Consultancy Services (if any) is prerequisite to the submission of a Tender and subsequent consideration and acceptance of a Tender by the Principal.

(g) The Principal's requirements in respect of consultancy agreements are stated in Clause 18 of the Conditions of Contract.

7.13. **Costed Methodology Statement for On Site Overheads and Management Fee**

The Tenderer must include in its Tender a costed methodology statement for On Site Overheads and for those resources included in the Management Fee, showing full details and individual costings of personnel and other items, that have been allowed by the Tenderer in its Tender for the On Site Overheads Fee and Management Fee respectively. The Tenderer acknowledges that regard may be had to the Tenderer's costed methodology statement for On Site Overheads, and resources included in the Management Fee, in the evaluation of the Tenderer's Tender, in addition to any evaluation criteria, and in the administration of the Contract.

7.14. **Preferred Subcontractors**

If the Tenderer wishes to involve preferred subcontractors for particular trade packages during Stage One, the Tenderer must identify those subcontractors in its Tender and, if the Principal requires, such preferred subcontractors are to be registered on the whole-of-Government Prequalification (PQC) System for building industry consultants and contractors ('PQC System') and have a PQC level of 3 or 4 prior to any engagement by the Tenderer, should its Tender be accepted, in connection with the work under the Contract.

## 8. TENDERER WARRANTIES

(a) In lodging the Tender, the Tenderer warrants that:

(i) the Tenderer is in all respects an independent Tenderer and that no collusion has taken place between the Tenderer and any other prospective tenderer or interested party in the preparation of the whole or any part of the Tender;

(ii) that the Tenderer has:

(A) carried out all relevant investigations of, and

(B) examined, acquainted and satisfied itself with, and

(C) made the necessary allowance in the Tender for

all things in accordance with clause 7.5 of these Conditions of Tender;

(iii) further to the warranties in clause 8(a)(ii) of the Conditions of Tender, the Tenderer has satisfied itself of the adequacy and sufficiency of the Project Construction Cost Estimate for the performance of the work to be required under the Contract having regard to the Tender Documents;

(iv) all information contained in the Tender is accurate;

(v) it shall maintain the skill and expertise necessary to complete the work under the Contract for the duration of the Contract;

(vi) all persons nominated in the Tender as key personnel will remain working on the project to the extent indicated in the Tender for as long as the persons work for or are employed by the Tenderer unless the Principal otherwise consents in writing;

(vii) it will maintain at adequate levels for the duration of the Contract all resources required for the proper completion of the Work under the Contract in accordance with the Contract including but not limited to:

(A) skilled personnel,

(B) finance,

(C) materials,

(D) Constructional Plant, and

(E) office and factory buildings and facilities;

(viii) the Intellectual Property Rights to be assigned to the Principal do not and will not infringe the Intellectual Property Rights of any person;

(ix) it, and any consultants the Tenderer proposes to engage or has engaged, have the necessary experience, skill and expertise to perform and complete the work under the Contract as evidenced by the Tender;

(x) it will fulfil all obligations offered in the Tender, including without limitation the Tenderer's non-price criteria and Best Practice Industry Conditions offers;

(xi) it will fulfil all obligations required in respect of Queensland Government policies;

(xii) it will give the Principal prior notice of any likely change in circumstances in respect of this clause 8; and

(xiii) it will comply with the Ethical Supplier Threshold.

(b) The Tenderer agrees that the foregoing warranties shall form part of the proposed Contract and a breach of any of the foregoing warranties shall be a substantial breach of Contract under the proposed Contract.

## 9. TENDERER ASSESSMENT AND TENDER EVALUATION

### 9.1. Principal's Discretion

(a) The Principal shall not be bound to consider or accept a Tender lodged by a party who is not a bona fide Invited Tenderer.

(b) Notwithstanding the evaluation of Tenders (if any) in accordance with clause 9.2 herein, the Principal may in its absolute discretion and at any time accept, or decline to accept, any Tender.

(c) Without derogating from the provisions in clause 9.1(b), the Principal may, in its absolute discretion, decline to evaluate any Tender that it has determined to be an Alternative Tender.

(d) The Principal shall not be liable for payment of any costs of any nature whatsoever, nor liable for any claim for damages against the Principal by the Tenderer in relation to the preparation, submission or any negotiation of the Tender. All costs of tendering shall be borne by the Tenderer.

### 9.2. Evaluation and Assessment

(a) The Principal shall evaluate Conforming Tenders in accordance with the tender evaluation criteria contained in Schedule 2, or in the absence of any tender evaluation criteria, on the basis of best value for Government.

(b) The Principal, if it determines to evaluate an Alternative Tender, shall evaluate such Alternative Tender on the basis of best value for Government which may, or may not, be the tender evaluation criteria contained in the Tender Documents.

(c) Where both Conforming and Alternative Tenders have been evaluated, the Principal may select a Tenderer which on a view of all circumstances represents the best value for Government.

(d) Without limiting the generality of clause 9.1(b), and notwithstanding that the Tenderer complies with clause 2, the Tenderer acknowledges and agrees that:

(i) The Principal has not at the time of inviting tenders satisfied itself as to the Tenderer's financial capacity to satisfactorily perform and complete the Contract in accordance with its terms.

(ii) The Principal may undertake an assessment or further assessment of, without limitation, the Tenderer's financial capacity to satisfactorily complete the work under the Contract. The Principal may engage a third party to undertake such assessment or further assessment.

(iii) The Tenderer shall provide to the Principal, or a third party nominated by the Principal, within the time stipulated by the Principal all information requested in relation to the performance capability, past performance record and financial capacity of the Tenderer to undertake and complete the work under the Contract. A failure to provide the requested information within the time stipulated may result in a decision by the Principal that the Tenderer does not have sufficient financial capacity to satisfactorily perform and complete the Contract in accordance with its terms.

(iv) The Principal may decline to consider or accept a Tender from a Tenderer who:

(A) has not been able to satisfy the Principal that it has sufficient financial capacity to satisfactorily perform and complete the Contract in accordance with its terms; or

(B) prior to the award of tender, does not hold a Certificate of Prequalification, or is not appropriately registered for the work the subject of the Tender, pursuant to the prequalification (PQC) system current at the time and date of closing of tenders.

(v) The Principal in its absolute discretion may, as a pre-requisite to the further consideration and acceptance of the Tender require the Tenderer to agree in writing, as part of the Tender, to provide additional security pursuant to clause 9.2 of the Conditions of Contract.

(e) Information relating to the financial capacity of the Tenderer to complete the work under the Contract that may be held by any Government Department or Instrumentality may be made available to the Principal for its information and may be taken into account in assessing the financial capacity of the Tenderer.

(f) The Tenderer shall not tender alternative Construction Bonus schemes.

(g) Information relating to the Tenderer relevant to the evaluation criteria that may be held by any Government Department or Instrumentality, such as Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission and the Australian Building and Construction Commission, may be obtained by or made available to the Principal for its information and verification, and may be taken into account in assessing the Tender response.

9.3. **Additional Information**

(a) The Tenderer shall upon request assist the Principal in its evaluation of the Tender and assessment of the Tenderer's performance and financial capabilities by providing such further information, documents or evidence as requested.

(b) Prior to or after the Time for close of Tender the Principal may require the Tenderer to make a presentation to the Principal and the Principal's agents of the proposals contained in the Tender.

(c) The Tenderer acknowledges and agrees that information relating to the Tenderer relevant to the tender evaluation criteria set out in Schedule 2, that may be held by any Government Department or Instrumentality such as Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission and the Australian Building and Construction Commission, may be obtained by or made available to the Principal for its information and verification, and may be taken into account for the purposes of clause 9.

9.4. **Tender Evaluation Process**

(a) In the evaluation of Tenders (if any) in accordance with clause 9, the Principal may, without being under any obligation to do so, in its absolute discretion and at any time:

(i) seek clarification in respect of any aspect of a Tenderer's Tender;

(ii) shortlist or prefer any one or more Tenderers; and

(iii) discuss or negotiate with, or receive presentations, further submissions or best and final offers from, any one or more Tenderers in respect of their Tender, in such manner, and as to such aspects of the Tender, as the Principal determines, including prices.

(b) The provisions of clause 9.4 and any exercise by the Principal of its rights under clause 9.4:

(i) is without prejudice to any other rights of the Principal;

(ii) apply notwithstanding clause 6.6 of AS4120-1994;

(iii) except to the extent notified otherwise by the Principal in writing, are subject to the other express provisions of these Conditions of Tender;

(iv) shall not give rise to any representation by the Principal as to the acceptability or otherwise of any Tender;

(v) shall not preclude the Principal from at any time considering or accepting any Tender (whether or not the subject of the exercise by the Principal of its rights under clause 9.4);

(vi) shall not give rise to any obligation (implied or otherwise) on the Principal except to the extent expressly provided in these Conditions of Tender or notified by the Principal in writing.

(c) Except to the extent the Principal expressly agrees otherwise, the provisions of these Conditions of Tender shall continue to apply to any process which the Principal may undertake under clause 9.4 in connection with the evaluation of Tenders.

## 10. RIGHT TO INFORMATION AND DISCLOSURE

(a) The Right to Information Act 2009 (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies. The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest.

(b) Information contained in a Tender is potentially subject to disclosure to third parties. In the assessment of any disclosure required by the Principal pursuant to the RTI Act, the Tenderer accepts that any information provided in its Tender, including information marked as confidential, will be assessed for disclosure in accordance with the terms of the RTI Act.

(c) Notwithstanding any other provision of the Tender Documents or a Tender, if a Tender is accepted, the Principal may publish on the Queensland Government Marketplace website or by any other means, Contract information including:

(i) the name and address of the Principal and the successful Tenderer;

(ii) a description of the goods and/or services to be provided pursuant to the Contract;

(iii) the date of award of Contract (including the relevant stages if the Contract involves more than one stage);

(iv) the Contract value (including the value for each stage if the Contract involves more than one stage and advice as to whether any non-price criteria were used in the evaluation of tenders);

(v) the procurement method used; and

(vi) for contracts with a value over $10 million, the Contract, or summary information in respect of the Contract, between the Principal and the Contractor.

## 11. DEED OF GUARANTEE, INDEMNITY AND ASSUMPTION

(a) Where the Tenderer is a related or subsidiary corporation (as defined in the Corporations Act 2001(Cth)) the Tenderer shall, within 14 days after receiving a written request from the Principal,

provide a Deed of Guarantee, Indemnity and Assumption, in a form acceptable to the Principal, by the corporation to which the Tenderer is a related or subsidiary corporation duly executed and enforceable.

(b) The form of Deed of Guarantee, Indemnity and Assumption included in the Tender Documents is acceptable to the Principal.

## 12. FORMAL INSTRUMENT OF AGREEMENT

The successful Tenderer and the Principal shall execute a Formal Instrument of Agreement in accordance with the Conditions of Contract. Until a Formal Instrument of Agreement is executed by the parties in accordance with the Contract, documents evidencing the parties' consensus shall constitute the Contract.

## 13. TENDERER'S ACKNOWLEDGEMENT

The Tenderer acknowledges that notwithstanding:

(a) the submission of Tender fees for the performance of Stage Two, as part of its Tender; and

(b) references throughout the Tender Documents to Stage Two,

the Contract to be let upon acceptance of any Tender is for the performance of Stage One only. The scope of work under the Contract may be extended for the performance of Stage Two only if the Principal accepts the Managing Contractor's GCS Offer pursuant to clause 11.2.1(a) of the Conditions of Contract.

## 14. COLLUSIVE ARRANGEMENTS

(a) The Tenderer warrants that in submitting its Tender, except as expressly disclosed in its Tender:

(i) it has no knowledge of the tender price of any other tenderer, nor has it communicated with any other tenderer in relation to the Tenderer's tender price, or a price above or below which a tenderer may tender (excluding any pricing advised by the Principal), nor has it entered into any contract, arrangement or understanding with another tenderer to the effect that the Tenderer or another tenderer will tender a non-competitive price, for the work the subject of the Tender, at time of submission of its Tender;

(ii) it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade, industry or other association (above the published standard fee) relating in any way to its Tender or any contract that may be entered into consequent thereon;

(iii) it has not paid or allowed any money or entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other tenderer, nor received any money or allowance from or on behalf of any other tenderer, relating in any way to its Tender or any contract that may be entered into consequent thereon.

(b) In addition to any other actions the Principal may take, any breach of the warranties given in this clause will result in a review of the Tenderer's PQC registration status.

## 15. ETHICAL SUPPLIER THRESHOLD

(a) The Tenderer must comply with the Ethical Supplier Threshold and the Tenderer must provide true and correct responses to the criteria set out in the Ethical Supplier Threshold questionnaire on the Tender Form.

(b) If, at any time after the Tenderer submits its Tender, the Tenderer's responses to the criteria set out in the Ethical Supplier Threshold questionnaire are no longer true and correct for any reason, the Tenderer must promptly notify the Principal's Nominee of the change to the Tenderer's response.

(c) Tenderers acknowledge that, if at any time, the Tenderer's response to a criterion set out in the Ethical Supplier Threshold questionnaire on the Tender Form is "yes", the Principal may:

(i) in accordance with clause 9.1(c), decline to evaluate the Tender, as if it were an Alternative Tender; or

(ii) in accordance with clause 9.1(b), decline to accept the Tender.

## 16. BEST PRACTICE INDUSTRY CONDITIONS

(a) The Best Practice Principles set an expectation that projects will implement best practice industrial relations to ensure a skilled workforce is attracted and retained for the life of a project's delivery.

(b) The Queensland Government considers that the adoption of best practice industrial relations includes Tenderers engaging in modern and progressive industrial practices, including adopting terms of engagement of workers that are such as to enable the attraction of optimal levels of skills and experience, having regard to the significance of the project and competition for workforce resources from other major infrastructure projects.

(c) Part of what the Government sees as flowing from the adoption of best practice industrial relations is certainty and stability of that quality workforce to see the project through to successful completion with minimal disruption.

(d) The Best Practice Industry Conditions are a set of terms and conditions of employment that might ordinarily be expected to best achieve the Government's aims. Such terms and conditions promote best practice industrial relations by facilitating a detailed focus on all aspects of the employment relationship and achieving the goals of the project in a cooperative and productive way. This includes facilitating the adoption of practices to support the implementation of the highest possible levels of health and safety practices, procedures and training.

(e) The Tenderer is required to demonstrate in its Tender:

(i) how it will provide terms and conditions of employment, including specific pay rates, for its personnel who will perform work under the Contract, which are at least equivalent to the Best Practice Industry Conditions; and

(ii) the Best Endeavours Process by which the Tenderer will use its best endeavours to engage subcontractors who provide terms and conditions of employment, including specific pay rates, for their personnel who perform work under the Contract, which are at least equivalent to the Best Practice Industry Conditions.

(f) Although the Best Practice Industry Conditions are set out in the form of an agreement, it is not mandatory that Tenderers enter into an agreement, or require subcontractors to enter into an agreement, in that form in order to demonstrate that terms and conditions are at least equivalent to the Best Practice Industry Conditions. An agreement with the three named employee organisations is not a mandatory requirement. Tenderers are able to demonstrate how they will provide terms and conditions of employment which are at least equivalent to the substantive obligations, entitlements, conditions and amounts contained in the Best Practice Industry Conditions in any manner the Tenderer chooses to nominate. The Principal will give proper consideration to alternative ways of achieving the Best Practice Industry Conditions.

(g) Where a particular supplier of training, income protection insurance or superannuation is referred to in the Best Practice Industry Conditions, this entitlement or obligation relates to that supplier or any suitable equivalent which the Tenderer may choose to nominate.

(h) Nothing in the Best Practice Industry Conditions requires a Tenderer to make any commitment that would breach any laws.

(i) Any Tender that does not comply with the requirements of this clause 16 will be considered an Alternative Tender.

***Tenderers must note that:***

***(a) if the Tenderer is awarded a Contract, the Principal will, in accordance with the Prequalification (PQC) System, prepare and submit performance reports to the PQC Registrar. The performance reports may include, amongst other things, information regarding;***

***(i) achievements or compliance with representations made in response to evaluation criteria listed in Schedule 2 to the Conditions of Tender;***

***(ii) compliance with any legislation relating to workplace health and safety, industrial relations, taxation and workers compensation legislation; and***

***(iii) compliance with the provisions of the Contract, including those clauses concerning Collusive Arrangements (Clause 6), Subcontracting (Clause 21), Occupational Health and Safety Audit (Clause 26.2); Apprentice/Trainee Policy (Clause 41.4), Site Personnel Register (Clause 41.5) and Payment of Workers and Subcontractors (Clause 58);***

***(b) the Queensland Government has published a document entitled "Building and construction Code of Practice 2000", previously entitled "Queensland Code of Practice for the Building and Construction Industry" (the Code of Practice). Tenderers are reminded that by being registered pursuant to the Prequalification (PQC) System they have provided an undertaking that they will abide by the Code of Practice;***

***(c) an adverse performance report or non-compliance with the Code of Practice will result in a review of the Contractor's PQC registration status.***

## SCHEDULE 1 – Consultants

***Conditions of Tender clause 7.12***

| Discipline | Consultants | Minimum Fee | Arrangements made by Principal |
|---|---|---|---|
| Principal Consultant / Architect | Guymer Bailey Architects Pty. Ltd. | $22,072,907 (incl. GST) | Refer to Volume 4 - Attachment 7 – Minimum Services |

Refer *Volume 1 – Appendix 1 – Principal Consultant / Architect & Design Team Fees*.

The Tenderer is only permitted to discuss the Minimum Services, any additional scope of services required to fulfil the requirements of Volume 4 - Project Brief and the associated fees with the Principal Consultant. Any design related or other queries should be directed through the Principal's Nominee outlined in the Tender Form"

## SCHEDULE 2 – Tender Evaluation Criteria

***General***

The Tenderer must be able to prove and demonstrate ability against each of the criteria. If, in the opinion of the Principal, the Tenderer in any criterion fails to demonstrate a satisfactory ability in relation to that criterion, the Principal may decline to further evaluate the Tender. Without limiting the foregoing, if the Tenderer receives a point score less than 40% of the highest possible point score for a given criterion, the Principal in its absolute discretion may decline to further evaluate the Tender.

The Tenderer must demonstrate that its Tender represents value for Government.

- Without derogating from the provisions of clause 9.1(b) of the Conditions of Tender, the Principal may, in its absolute discretion, decline to evaluate any Tender that includes tendered fees that are 20% lower than the tendered fees of the next lowest Tender.
- For tender evaluation purposes only, the tendered Off Site Overheads and Profit Fee for Stage Two (expressed as a percentage) will be applied to the Principal's project construction cost estimate contained in the Project Brief.

***Detailed Non-Price Criteria (60 points total)***

| Criteria | Points (Out of 60) | Issues to be Considered |
|---|---|---|
| **Criterion 1**<br>Capability & Capacity including Resource Strategy | 20 | The MC will provide the following details for the proposed Resource Strategy of key team members from the Managing Contractors firm:<br>1. Project Organisation chart and roles of key positions;<br>2. Key team members, include 1 page curriculum vitae for each;<br>3. Key team members experience on correctional centres and other projects of this size and complexity including details of experience on corrections projects that support a health and rehabilitation / therapeutic operating;<br>4. Key team members experience in managing contractor and relationship contracts;<br>5. Key team members availability, including current project commitments (as a percentage);<br>6. Resource commitment schedule provided in a monthly project calendar format showing the percentage commitment of each person (differentiate between head office and project based staff);<br>7. Personnel back-up strategy,<br>8. Note the impact of the SQCP Stage 2 project on company resources; and<br>9. Referees for key team members, including firm name, name and details of relevant project, referee role on project, email and phone number.<br>The Principal reserves the right to contact nominated referees during the tender evaluation process and / or obtain their own referees to obtain an independent testimony on the tenderers previous performance.<br>**Note:** Please note that it is expected that any key personnel outlined in the submission will be involved for the project duration. |
| **Criterion 2**<br>Methodology | 15 | The MC will address the following in the submission: |

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| | | 1. **Program** - Critical to the success of this project will be completion and handover by the target completion date. It would be advantageous to the client to reach completion on an earlier date than the target completion date. Provide a Master Program and commentary which incorporates strategies to manage program risks and achieve completion by the target date or **the earliest achievable date**; the Master Program should be submitted in both PDF and native formats;<br>2. **Budget** - Critical to the success of this project will be completion within budget. Outline what strategies specific to this project will be employed to ensure the project is completed within budget;<br>3. **Construction Methodologies** - Outline construction methodologies proposed including the stages, construction zones and general site management strategies for the new facility;<br>4. **GCS Offer** – Outline strategies for efficient GCS negotiation and acceptance<br>5. **Risk Management** - Identify key project risks and provide strategies on how these risks would be mitigated;<br>6. **Design Management –** Outline your design management approach to ensure you will design a facility that is fit for purpose, in line with the project requirements.<br>7. **Stakeholder & Communications Management** - Outline the proposed stakeholder & communication management strategy for the project.<br>8. **Digital Engineering / BIM strategy** – Outline the proposed Digital Engineering / BIM strategy for the project. Provide details of how the proposed strategy will meet or exceed the Digital Engineering Specification (provided in Attachment 14 to Volume 4).<br>Note: The sample Digital Engineering Execution Plan (DEEP) provided in Attachment 14 to Volume 4 provides guidance in relation to the type of approach that the Principal considers meets the Digital Engineering Specification and digital expectations. However, it is recognised that the Tenderer may wish to propose other ways of achieving the Digital Engineering Specifications.<br>9. **Value Add** - Outline what value add strategies/initiatives you can bring to this project. |
| **Criterion 3**<br>Queensland Charter for Local Content / Local Benefits Test | 5 | The requirements of the Queensland Charter for Local Content (QCLC) will apply under the Managing Contractor contract. The MCs will need to provide their company's commitment to and relevant experience in Local Industry Participation (LIP) and training, including:<br>1. A Statement of Intent outlining likely strategies as Managing Contractor to maximise the use of local businesses, create local employment opportunities and form local alliances in an effort to encourage more effective and adaptive approaches to maximising local content. This response should also include strategies of the Sub-contractor teams.<br>2. Examples of LIP strategies and outcomes achieved on similar large-scale projects.<br>3. Preliminary trade package analysis on likely opportunities for local businesses.<br>4. Detailed engagement strategy outlining registration of interest |

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| | | process, public forums and other communication channels.<br>5. Proposed use of local sub-contractors and providers/suppliers and the number and percentage to be locally sourced;<br>6. Strategies as Managing Contractor to maximise employment opportunities for the local Indigenous (Aboriginal and Torres Strait Islander) community. |
| **Criterion 4**<br>Best Practice Principles | 20 | The State Government is committed to ensuring quality work for all those engaged on major Queensland Government projects. The Government believes that a commitment to best practice industrial relations, workplace health and safety and the provision of appropriate training opportunities for all workers on major Queensland Government projects will help to deliver major projects on time and on budget.<br>As such, Tenderers must demonstrate, as part of their Tender, how they propose to address each of the following four best practice principles:<br>• Best practice Workplace Health & Safety (WHS) systems and standards<br>• Best practice commitment to apprentices and trainees<br>• Best practice industrial relations<br>• History of compliance with procurement, tendering and other government policy.<br>Compliance with the workplace health and safety systems and standards, commitment to apprentices and trainees and industrial relations best practice principles will be measured against the substantive obligations, entitlements, conditions and amounts contained in the Best Practice Industry Conditions. See clause 16 of the Conditions of Tender for more information about the Best Practice Industry Conditions.<br>The Tenderer must address the following in its Tender:<br>Best Practice Principle 1 – WHS systems and standards<br>1. Provide a detailed work health and safety management plan (*Work Health and Safety Act 2011* (WHS Act) s.309(1) requirement) outlining:<br>• the Tenderer's approach to managing health and safety throughout all phases of this contract<br>• supporting safety management systems<br>• cover for workers and other persons such as subcontractors at the workplace in line with the WHS Act, associated regulations and codes of practice<br>• accreditations or certifications under which the safety management plan and systems were developed.<br>• processes governing workforce consultation on WHS matters<br>• processes for managing the risk rather than the consequences of the risk (risk identification, elimination and management). |

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| | | • Management of site establishment.<br>• WHS and environmental management plan, summarising the following:<br>  ○ safety in accessing sites and installation work practices and standards;<br>  ○ safety in response to incidents.<br>A summary should also be included that specifically highlights the above elements.<br>2. Provide details of the WHS training schedule and practices for workers on the contract that apply when they are:<br>• in the Tenderer's office; and<br>• onsite.<br>Provide detail of inductions provided.<br>Show how the schedule, practices and inductions:<br>• apply to subcontractors; and<br>• are measured, reported on and improvements made.<br>3. Provide details about the Tenderer's processes that ensure that designs developed comply with WHS practices and assist in reducing risks on construction projects.<br>Include detail on the safety management systems and risk management systems used.<br>4. Has the Tenderer (including its parent company or directors) been subject to any of the following under the WHS Act in the last 5 years?<br>• convictions or prosecutions for any offences<br>• enforceable undertakings and/or penalties<br>• prohibition, infringement or improvement notices<br>• fatalities and serious injury (requiring hospitalisation).<br>If so, provide particulars (including number of sites or projects covered by the notices and the number of visits from inspectors, role of the contractor, systems and processes in fatalities or injuries), explain the reasons for the action, lessons learnt and processes put in place to identify root causes as well as apply corrective actions to prevent re-occurrence.<br>Note: The Tenderer must provide a letter of consent prior to tender close (refer to notice to tenderers) to allow the information regarding the Tenderer to be verified. Refer to Appendix 2 for template consent form<br>5. Provide details of registration of workers' compensation including policy reference number.<br>Provide details of workers' compensation claims (number and value) over this period.<br><u>Best Practice Principle 2 – Commitment to Apprentices & Trainees</u><br>1. With reference to Queensland Government Building and Construction Training Policy, demonstrate how the Tenderer will meet or exceed the minimum requirements. |

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| | | What percentage of the total labour hours is to be undertaken by apprentices and/or trainees and other work force training.<br>Information should be broken down by particular class of trade and location available for the project.<br>2. Demonstrate how the Tenderer provides opportunities for current employees, apprentices and trainees within your industry, including support for the delivery of nationally endorsed building and construction competencies (e.g. policies and procedures to support staff in enrolling in and completing training and position descriptions that require workers to hold relevant qualifications).<br>Also indicate other practices or programs that may be implemented as part of the project to improve opportunities for apprentices and trainees, including specific training and development plans that will be provided in relation to the work<br>3. Provide details of past compliance with the Queensland Government Building and Construction Training Policy or equivalent (available from Construction Skills Queensland and evidenced through the Training Policy Administration System (TPAS) system.<br>4. Provide copies of any specific training and development plans that will be provided in relation to the work.<br>5. Include detail in the response of how the criteria for commitment to apprentices and trainees will be applied to subcontractors.<br><u>Best Practice Principle 3 – Industrial Relations</u><br>1. Provide details of how the terms and conditions of employment, including specific pay rates, for the Tenderer's personnel who will perform work under the Contract, are at least equivalent to the Best Practice Industry Conditions.<br>2. Provide details of the Best Endeavours Process by which the Tenderer will use its best endeavours to engage subcontractors who provide terms and conditions of employment, including specific pay rates, for their personnel who perform work under the Contract, which are at least equivalent to the Best Practice Industry Conditions.<br>Note: clause 21.2 of the Conditions of Contract sets out the measures that the Managing Contractor must implement when preparing proposed Subcontract Construction Documentation and entering into Subcontracts. The Principal is seeking processes aimed at maximising the opportunities for subcontractors to be able to demonstrate best practice industrial relations.<br>3. Provide detail on employee and employer representative organisations that the Tenderer has engaged with, the nature and outcome of those engagements, and details of proposed further engagements.<br>4. Has the Tenderer been subject to any of the following under the *Fair Work Act 2009* (Fair Work Act) in the last 5 years:<br>• convictions or prosecutions for any offences<br>• enforceable undertakings and/or<br>• infringement notices? |

| | | |
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| | | If so, provide particulars (including number of sites or projects covered by the notices and the number of visits from inspectors, role of the contractor, systems and processes in fatalities or injuries), explain the reasons for the action, lessons learnt and processes put in place to identify root causes as well as apply corrective actions to prevent re-occurrence.<br><u>Best Practice Principle 4 – History of Compliance with Procurement, Tendering and Other Government Policy</u><br>1. Has the Tenderer had any contract with a Queensland government agency terminated or suspended for defaulting in the past 5 years?<br>If yes, what was the reason and what action has the Tenderer taken to prevent a re-occurrence?<br>2. Demonstrate the Tenderer's understanding of and how it will ensure compliance with relevant government policies including the Australian Standard Code of Tendering and those stated in the tender documents.<br>3. Demonstrate how the Tenderer adopts ethical principles when tendering for Queensland government projects including the Supplier Code of Conduct and Ethical Supplier Mandate.<br>4. Include detail in the response of how a history of compliance with procurement, tendering and other government policy criteria will be determined and monitored and applied to subcontractors to ensure compliance with BPP. |

***Tender Submission***

Tenderers are requested to focus the main body of their proposals on explaining how their experience, capability and more importantly, how nominated teams are most likely to achieve the project objectives and satisfy the respective selection criteria.

A presentation of their tender submission, by each tenderer, will be included as part of the tender evaluation process.

Submissions should seek to be concise. Verbose and repetitive information within submissions is to be avoided.

Supporting documentation provided in attachments, other than curriculum vitae or those specifically requested, may not be read and will not be evaluated. Curriculum vitae for nominated key personnel are to be limited to a one page summary per person maximum.

Tenderers should provide an executive summary overview of the key features of the Tender.

Referees must be a third party who is independent of the Tenderer. Provide current contact details.

Tenderers must provide evidence to confirm compliance with the following basic requirements:

| **Item** | **Mandatory Compliance Requirement** |
|---|---|
| Prequalification (PQC) level | The respondent must be suitably registered under the Prequalification System (PQC). Refer to Conditions of Tender. The Tenderer must provide PQC level and PQC Registration number in the Tender Form |

| | |
|---|---|
| Queensland Building and Construction Commission Licence | The Tenderer must attach a current and valid licence for the proposed works. |
| Quality assurance accreditation | The Tenderer must meet the minimum Quality Assurance System required (Second or Third party Certified Quality Assurance System to AS/NZS ISO 9001).<br><br>The Tenderer must attach a copy of the certification. |
| Insurances | The Tenderer must be able to meet the insurance requirements as set out in Volume 2 Conditions of Contract and any statutory insurances required including, but not limited to:<br>• Public liability insurance<br>• Professional indemnity insurance.<br>• WorkCover Queensland or equivalent.<br><br>The Tenderer must attach evidence of their current insurances. |
| Ethical Supplier Threshold Confirmation | The Tenderer **must** respond to the Ethical Supplier Threshold criteria. Refer to Tender Form. |

***Mandatory Site Visit***

A mandatory site visit will be organised within the first two weeks of the Tender period. Date and time to be confirmed.

***Quality Premium Adjustment of Tender Prices***

For the purposes of Tender evaluation only, the price of each Tender will be adjusted by application of a quality premium calculated as follows:

- Weighted Score for each non price criterion = Tenderer's criterion score (0-5)/5 (or such other applicable scoring range) x weighting (0-10) (or such other weighting)
- Weighted Sum = sum of all non-price criterion Weighted Scores
- Weighted Sum Margin = Tenderer's Weighted Sum –the Weighted Sum of the Tenderer with the lowest Weighted Sum
- Quality Premium for each tender = tender fee estimate x Weighted Sum Margin / (100-weighting)

For the purposes of the Tender evaluation only, the Quality Premium thus established for each Tender will be subtracted from the tendered price of that Tender and the Tenders compared accordingly.

***Costed Methodology Statement***

Pursuant to clause 7.13 Tenderers are to provide a costed methodology statement for On Site Overheads and Management Fee with their Tender.

Tenderers must provide a detailed reconciliation in their tender of consultancy services and fees which are an addition to the Minimum Consultancy Services (Refer to Volume 4 -Attachment 7 – Minimum Services).

## APPENDIX 1 – Principal Consultant & Design Team fees

## APPENDIX 2 – Work Health & Electrical Safety Check Consent Form


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VS-33

# Southern Queensland Correctional Precinct – Stage 2

## Managing Contractor Tender Documents

**Project Number: 87010**

**March 2020**

### Design & Construction Management

Stage One with Option for Stage Two

(Negotiated Guaranteed Construction Sum)

### Volume 2 of 4 – Conditions of Contract

# Managing Contractor – Design and Construction Management – Stage One with option for Stage Two

# (Negotiated Guaranteed Construction Sum)

## Volume 2 of 4 – Conditions of Contract

Project name Southern Queensland Correctional Precinct – Stage 2

Project number 87010


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**ANNEXURE 91**

# CONDITIONS OF CONTRACT

## 1. CONSTRUCTION OF CONTRACT

1.1 This Contract is governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of Queensland.

Unless otherwise provided, prices are in Australian currency and payments shall be made in Australian currency at Brisbane, Queensland.

1.2 Measurements of physical quantities shall be in Australian legal units of measurement within the meaning of the *National Measurement Act 1960* (Cth), as amended from time to time.

1.3 This Contract is not subject to escalation unless expressly stated otherwise.

## 2. INTERPRETATION

2.1. **Definitions**

In the Contract, except where the context otherwise requires:

"**Actual Construction Sum**" means a total of:

(a) the accepted subcontract sums of Subcontracts, inclusive of GST, in respect of Construction Work (which includes Early Works), plus valid adjustments pursuant to the terms of the Subcontracts but excluding any adjustment determined by the Principal's Representative to be for:

(i) the cost of rectifying non-complying and defective work; and

(ii) any other cost not properly incurred in respect of Construction Work pursuant to this Contract; and

(b) Subcontractor delay or disruption costs not otherwise paid pursuant to the Contract and payable pursuant to the terms of a Subcontract, except in respect of a breach of the Subcontract on the part of the Managing Contractor; and

(c) valid claims by the Managing Contractor in respect of Construction Work performed by the Managing Contractor pursuant to Clause 21.2.1(b);

**"Asset Management and Maintenance Database"** means the asset management and maintenance database required by the GCS Offer Project Brief;

**"Best Practice Industry Conditions"** means the Best Practice Industry Conditions in Schedule 18;

"**Best Practice Principles**" means the Queensland Government guideline titled "Best practice principles; Quality, safe workplaces (Version 1.0 August 2018)" or any guidelines which replace those guidelines from time to time;

**"Building Certifier"** means a Queensland Building and Construction Commission licensed Building Certifier;

**"business day"** means a day other than a Saturday, Sunday, public holiday, special holiday or show holiday at the Site;

**"Certificate of Practical Completion"** means the certificate referred to in Clause 57.9;

**"Claim"** includes any claim, demand, action, proceeding or suit which the Managing Contractor may make or bring against the Principal or any of the Principal's agents or employees relating to the construction of the Contract or as to any fact, matter or thing arising out of or in connection with the Contract or the work under the Contract including (without limitation) any claim, demand, action, proceeding or suit seeking the payment of money, or any costs, expenses, loss or damages on any ground whatsoever including (without

limitation) pursuant to the Contract, on a quantum meruit, in quasi contract, for unjust enrichment and insofar as is permitted by law, pursuant to any other principle of law;

**"Clerk of Works"** means a person appointed in writing by the Principal's Representative pursuant to Clause 36;

**"Completion of Stage One"** means the stage in the execution of the work under the Contract when the Managing Contractor has provided to the Principal a GCS Offer in accordance with Schedule 14, which has been either accepted or rejected by the Principal pursuant to Clause 11.2;

**"Construction Work"** comprises work under the Contract including, without limitation:

(a) Works;

(b) Early Works;

(c) Temporary Works;

(d) plant and equipment required for the performance of the work under the Contract; and

(e) work and items to establish and maintain the safety, security and amenity of the Site and persons on the Site;

but excluding:

(f) On Site Overheads;

(g) Off Site Overheads;

(h) Design Work;

(i) Documentation Work; and

(j) any other work performed by Consultants;

**"Consultants"** means the consultants engaged by the Managing Contractor in connection with carrying out the work under the Contract;

**"Consultants Fee"** means the lump sum amount, inclusive of GST, contained in the Managing Contractor's Tender, payable by the Managing Contractor to the Consultants identified on the Managing Contractor's Tender Form, for the work to be performed by those Consultants, as adjusted in accordance with the provisions of the Contract expressly allowing for an adjustment of the Consultants Fee;

**"Contract"** has the meaning in Clause 4;

**"Contract Materials"** means any work produced in the course of performing the work under the Contract and provided to the Principal, including without limitation the Works, Design Documents and the Subcontract Construction Documentation;

**"Date of Acceptance of Tender"** means the date which appears on the Principal's written notice of acceptance of the Managing Contractor's Tender;

**"Date of Commencement of Stage Two"** means the date of acceptance, if any, of the Managing Contractor's GCS Offer by the Principal pursuant to Clause 11.2;

**"Date for Practical Completion"** means the last day of the period of time for Practical Completion provided in the Managing Contractor's GCS Offer and accepted by the Principal as the Date for Practical Completion of the Works, or the Date for Practical Completion specified in the Annexure, whichever is applicable, but if any extension of time for Practical Completion is granted by the Principal's Representative it means the date resulting therefrom;

**"Date of Practical Completion"** means the date certified by the Principal's Representative in a Certificate of Practical Completion issued pursuant to Clause 57.9, as the date upon which Practical Completion was reached;

**"day"** means calendar day except where the context otherwise indicates;

"**Defects Liability Period**" means:

(a) where the Principal's Representative has, during Stage One, specified a period for specific components of the Works, the period so specified;

(b) otherwise, the period specified in the Annexure;

**"Defects Liability Work"** means the work required by Clause 51;

**"Design Documents"** means the documents prepared by the Managing Contractor in the performance of the Design Work;

**"Design Work"** means all work required to be undertaken or managed by the Managing Contractor to achieve the Developed Design;

**"Developed Design"** means the stage when, in the opinion of the Principal's Representative, the scope, functionality and quality standards of the Works are specified with sufficient particularity;

**"Documentation Work"** means all work required to be undertaken or managed by the Managing Contractor to achieve the Subcontract Construction Documentation;

**"Early Works"** means Construction Work the subject of a direction by the Principal's Representative pursuant to Clause 17;

**"Early Works Subcontracts"** are the Subcontracts entered into by the Managing Contractor for Early Works;

**"Ethical Supplier Mandate"** means the Queensland Government policy titled "Buy Queensland: Ethical Supplier Mandate" or any policy that replaces that policy;

**"Ethical Supplier Threshold"** means the Ethical Supplier Threshold described in the Queensland Procurement Policy;

**"Final Certificate"** means a certificate issued by the Principal's Representative to the Principal and to the Managing Contractor pursuant to Clause 57.12;

**"Final Payment Claim"** means the final payment claim referred to in Clause 57.11;

**"Formal Instrument of Agreement"** means the formal instrument of agreement in the form in Schedule 12;

**"GCS Offer"** means the Guaranteed Construction Sum offer to be submitted by the Managing Contractor, during Stage One, in accordance with the requirements set out in Clause 11.1 and Schedule 14;

**"GCS Offer Project Brief"** means the revised Project Brief to be submitted as part of the GCS Offer, and where the GCS Offer is accepted and Stage Two proceeds, means the GCS Offer Project Brief that is accepted by the Principal;

**"GST"** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**"Guaranteed Construction Sum"** means the sum, inclusive of GST, contained in the Managing Contractor's GCS Offer and accepted by the Principal as the maximum price that may be payable by the Principal to the Managing Contractor to perform all Construction Work, as adjusted in accordance with the provisions of the Contract expressly allowing for an adjustment to the Guaranteed Construction Sum;

**"Latent Condition"** means any of the conditions referred to in Clause 22.1;

**"Management Fee"**:

(a) means the lump sum amount, inclusive of GST, contained in the Managing Contractor's Tender as the Management Fee for Stage One for all costs of any nature related to the Managing Contractor's

obligations under the Contract, as adjusted in accordance with the provisions of the Contract expressly allowing for an adjustment to the Management Fee; and

(b) if the Principal accepts the Managing Contractor's GCS Offer pursuant to Clause 11.2.1(a), includes the lump sum amount, inclusive of GST contained in the Managing Contractor's Tender as the Management Fee for Stage Two, as adjusted in accordance with the provisions of the Contract expressly allowing for an adjustment to the Management Fee; and

(c) does not include a cost or expense included in the Actual Construction Sum, On Site Overheads Fee, Consultants Fee or Off Site Overheads and Profit Fee;

**"Managing Contractor"** means the party bound to execute the work under the Contract and includes that party's heirs, executors and permitted assigns and in the case of a body corporate its successors and permitted assigns;

**"Managing Contractor's Representative"** means a person appointed in writing by the Managing Contractor under Clause 37.2;

**"Managing Contractor's Tender"** means the tender submitted by the Managing Contractor and accepted by the Principal;

**"Minimum Consultancy Services"** means those consultancy services identified in Schedule 5;

**"Moral Rights"** are the moral rights granted to creators under the *Copyright Act 1968* (Cth) and any similar rights existing under foreign laws;

**"notice"** has the meaning given to it by Clause 10;

**"Off Site Overheads and Profit Fee"** means:

(a) for Stage One, the lump sum amount, inclusive of GST, contained in the Managing Contractor's Tender; and

(b) for Stage Two, and in relation to any Early Works directed by the Principal's Representative pursuant to Clause 17, the percentage contained in the Managing Contractor's Tender to be applied to the Actual Construction Sum;

which shall include for all costs associated with the Managing Contractor's obligations related to insurance policies under Clauses 30, 31, 32 and 33, and security, retention moneys, performance undertakings and Deeds of Guarantee and Indemnity under Clause 9, as the Managing Contractor's fee for all costs associated with off site overheads and the Managing Contractor's profit margin;

**"On Site Overheads"** means the following work or items required for the construction of the Works:

(a) all work performed by the Managing Contractor's on site management, administrative and supervisory personnel identified in the costed methodology statement for On Site Overheads provided in the Managing Contractor's Tender or otherwise required to be notified by the Managing Contractor to the Principal's Representative pursuant to Clause 37.1.3, including all attendant labour and attendance on Subcontractors, and all on site management, administration, supervision and attendance during the Defects Liability Period; and

(b) all on site furniture, equipment, hardware, software (including any web based document management system) and consumables required for the on site management, administration, supervision or attendance of work under the Contract, including the provision and maintenance of site safety equipment, clothing and related items required for the Managing Contractor's personnel and visitors to the Site;

but excluding Construction Work and any items or work the subject of the Management Fee, Consultants Fee or Off Site Overheads and Profit Fee;

"On Site Overheads Fee" means the lump sum amount, inclusive of GST, contained in the Managing Contractor's Tender for all costs associated with On Site Overheads, inclusive of salaries, wages,

allowances, on-costs, benefits, bonuses, lodgings, travelling expenses, vehicles, phones and any other expenses associated with the Managing Contractor's on site management, administrative, supervisory and attending personnel, as adjusted in accordance with the provisions of the Contract expressly allowing for an adjustment to the On Site Overheads Fee;

**"person"** includes an individual and a corporation;

**"Practical Completion"** is that stage in the execution of the work under the Contract when:

(a) the Works are complete except for minor omissions and minor defects:

(i) which do not prevent the Works from being reasonably capable of being used for their intended purpose;

(ii) which the Principal's Representative determines the Managing Contractor has reasonable grounds for not promptly rectifying; and

(iii) rectification of which will not prejudice the convenient use of the Works;

(b) those tests which are required by the Contract to be carried out and passed or satisfied before the Works can be regarded as having reached the stage of Practical Completion, have been carried out and passed or satisfied;

(c) all specific requirements for Practical Completion set out in the Project Brief or (where there is one) the GCS Offer Project Brief, have been fully satisfied;

(d) documents and other information required under the Contract which, in the opinion of the Principal's Representative, are essential for the use, operation and maintenance of the Works have been supplied to the Principal's Representative; and

(e) all other necessary permits, registrations, approvals, certifications, consents or licences have been provided to the Principal's Representative;

**"Principal"** means the person stated in the Annexure as the Principal;

**"Principal's Representative"** means the person stated in the Annexure as the Principal's Representative or other person from time to time appointed in writing by the Principal to be the Principal's Representative and notified as such in writing to the Managing Contractor by the Principal and, so far as concerns the functions exercisable by a Site Representative, includes a Site Representative;

**"Program"** means a program for the purposes of Clause 45.1;

**"Project Advisory Group"** and **"PAG"** has the meaning given to it in Clause 13;

**"Project Brief"** means the document provided by the Principal in the Tender Documents which describes the Principal's requirements for the work under the Contract including, without limitation:

(a) the performance;

(b) the scope;

(c) the quality;

(d) the functional and or technical requirements;

of the Works and includes any documents entitled "Functional Requirements", "Terms of Reference", "Technical Requirements", "Principal's Project Requirements", "Project Construction Cost Estimate" and all other such documentation, technical schedules, drawings, diagrams, maps and plans;

**"Project Construction Cost Estimate"** is the Principal's project construction cost estimate included in the Project Brief or as revised by the Principal and advised to the Managing Contractor in writing;

**"Provisional Delay Allowance"** means the allowance provided for in Clause 50;

**"Provisional Sum"** has the meaning given to it in Clause 57.8;

**"Queensland Procurement Policy"** means the Queensland Government policy titled "Queensland Procurement Policy 2018" or any policy which replaces that policy from time to time;

**"Site"** means the land or places to be made available to the Managing Contractor and any other land or places made available by the Principal for the purpose of the Contract;

**"Site Representative"** means a person appointed in writing by the Principal's Representative under Clause 36;

**"Stage One"** means the stage during which the Managing Contractor produces a GCS Offer pursuant to Clause 11 and Schedule 14, and during which the Managing Contractor may undertake Design Work, Documentation Work and Early Works in accordance with the Contract, including without limitation the activities specified in Schedule 15;

**"Stage Two"** means, if a notice is given under Clause 11.2.1(a), the stage commencing on the date notice is given under Clause 11.1.5, during which Construction Work and all remaining Design Work, Documentation Work and any other work under the Contract not completed during Stage One is performed by the Managing Contractor;

**"Statutory Requirements"** includes:

(a) Acts of the Commonwealth;

(b) Acts of the State or Territory in which the work under the Contract or any part thereof is carried out;

(c) ordinances, regulations, by laws, orders and proclamations under the Acts referred to in paragraphs (a) and (b) above; and

(d) directions affecting the work under the Contract given by persons acting in the exercise of statutory powers enabling them to give such directions, including the Building Certifier;

**"Subcontract"** means a subcontract under Clause 21.2;

**"Subcontract Construction Documentation"** means the detailed documentation required to be prepared by the Managing Contractor to enable the Managing Contractor to call tenders and enter into Subcontracts with proposed Subcontractors to construct and complete the Works;

**"Subcontractor"** means a person engaged by the Managing Contractor to perform any part of the Construction Work;

**"Subcontractors' Charge"** means a charge on moneys payable by the Principal to the Managing Contractor under the Contract arising by operation of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld);

**"Survey Mark"** means a survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring work under the Contract;

**"Temporary Works"** means works used in the execution of the work under the Contract but not forming part of the Works;

"**Tender Documents**" means:

(a) the Invitation to Tender;

(b) Volume 1 of 4 – Tender Requirements;

(c) Volume 2 of 4 – Conditions of Contract;

(d) Volume 3 of 4 – Conditions of Contract – Schedules;

(e) Volume 4 of 4 – Project Brief;

(f) AS4120-1994 Australian Standard Code of Tendering, as amended by the Conditions of Tender;

(g) any documents or parts of documents expressly referred to in the Tender Documents; and

(h) any other document provided to the Managing Contractor by or on behalf of the Principal for the purpose of tendering;

**"Variation"** means any of the matters specified in Clauses 19.1.1 or 53.1, which the Principal's Representative may direct the Managing Contractor to do pursuant to Clauses 19 or 53;

**"work under the Contract"** means all work which the Managing Contractor is or may be required to undertake or manage under the Contract;

**"Wilful Misconduct"** means any intentional act or omission of any person done or omitted to be done after having had regard to, or with conscious or reckless indifference to, the foreseeable harmful consequences arising from the act or omission, excluding acts or omissions done in good faith;

**"Working Day"** and **"Working Hours"** shall have the meaning given to them by Clause 44;

**"Works"** means the whole of the work to be executed in accordance with the Contract, including Variations provided for by the Contract, which by the Contract is to be handed over to the Principal or a nominee of the Principal.

2.2. **General**

2.2.1. In addition to these definitions, some terms, specific to a clause, are defined in that clause.

2.2.2. The clause headings in the Contract shall not form part of the Contract and shall not be used in the interpretation of the Contract.

2.2.3. Words in the singular include the plural and words in the plural include the singular, according to the requirements of the context. Words importing a gender include every gender.

2.2.4. If any part of this Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Contract will not be affected and the Contract will read as if the part had been deleted.

2.2.5. Except where the context otherwise requires, references to the Annexure shall be read as reference to the Annexure to these Conditions of Contract – Volume 2 and references to Schedules shall be read as a reference to the Schedules to the Conditions of Contract – Volume 3.

## 3. NATURE AND SCOPE OF CONTRACT

3.1 The Principal engages the Managing Contractor to execute and complete the work required during Stage One.

3.2 If the Annexure provides that the Best Practice Principles are applicable and if the Principal is not satisfied, in its absolute discretion, that the Managing Contractor has implemented the arrangements set out in the Managing Contractor's Tender for the Best Practice Principles and the Best Practice Industry Conditions by the date specified in the Managing Contractor's Tender, or if no date is specified within a reasonable time, then the Principal may, by written notice to the Managing Contractor, terminate the Contract. If the Principal terminates the Contract under this clause, clauses 60.2.2 to 60.2.6 shall apply as if the termination had been made under clause 60.2.1.

3.3 If the Principal accepts the Managing Contractor's GCS Offer pursuant to Clause 11.2.1(a) of this Contract, the Principal shall engage the Managing Contractor to execute and complete the work required during Stage Two.

3.4 For the avoidance of doubt and notwithstanding any other provision of this Contract, there shall be no contract in existence between the parties in respect of Stage Two unless and until the Principal accepts the Managing Contractor's GCS Offer pursuant to Clause 11.2.1(a) of the Contract.

3.5 The Managing Contractor shall execute and complete the work under the Contract.

3.6 Without limiting the generality of the Managing Contractor's responsibilities, the Managing Contractor shall:

(a) ensure that the work under the Contract progresses to completion in accordance with the Contract; and

(b) be responsible for (and without limitation shall control, coordinate, administer and direct) all activities for the planning of the work under the Contract with proper skill, care and diligence.

3.7 Subject to the provisions of this Contract, the Principal shall pay the Managing Contractor:

(a) the Management Fee;

(c) the Consultants Fee;

(d) the On Site Overheads Fee;

(e) the Off Site Overheads and Profit Fee;

(f) the Actual Construction Sum to the limit of the Guaranteed Construction Sum;

(g) any bonus or other amount required to be paid pursuant to Clause 56.1; and

(h) any delay damages payable pursuant to Clause 50;

adjusted by all additions and deductions made pursuant to the provisions of the Contract.

## 4. EVIDENCE OF CONTRACT

4.1 Until a Formal Instrument of Agreement is executed by the parties, documents evidencing the parties' consensus shall constitute the Contract.

4.2 Within 14 days after receiving the Formal Instrument of Agreement in duplicate from the Principal, the Managing Contractor shall (if they are correct) properly execute both copies and return them. Within 14 days after receiving them, the Principal shall execute both copies, have them stamped as necessary and send one copy to the Managing Contractor.

4.3 The Principal's Representative may extend the time under Clause 4.2 by written notice to the parties.

4.4 The Formal Instrument of Agreement shall be a Deed in the form in Schedule 12.

4.5 If any party to this Contract consists of one or more persons this Contract shall bind such persons and their respective executors, administrators, successors (in the case of the Managing Contractor) and permitted assigns (in the case of the Principal) jointly and severally and this Contract must be read and construed accordingly.

## 5. CONTRACT DOCUMENTS

5.1 The several documents forming the Contract are to be taken as mutually explanatory of one another.

5.2 If there is any ambiguity, discrepancy or inconsistency in or between the documents comprising the Contract, the documents shall rank in order of precedence set out in the Formal Instrument of Agreement.

5.3 The Developed Design will comply in all respects with the GCS Offer Project Brief, provided that:

(a) if there is an ambiguity or inconsistency between any standard required by the GCS Offer Project Brief, then the standard to be achieved shall be the higher of the standards prescribed; and

(b) if the GCS Offer Project Brief does not specify the standard of workmanship, material, finish or any other aspect of the Works then the standard of such workmanship, material, finish, or other aspect shall be fit for its intended purpose.

5.4 The Subcontract Construction Documentation will comply in all respects with the Developed Design as varied from time to time pursuant to the terms of the Contract provided that:

(a) if there is an ambiguity or inconsistency between any standard required by the Developed Design, then the standard to be achieved shall be the higher of the standards prescribed; and

(b) if the Developed Design does not specify the standard of workmanship, material, finish or any other aspect of the Works then the standard of such workmanship, material, finish, or other aspect shall be fit for its intended purpose.

5.5 The Construction Work will comply in all respects with the Subcontract Construction Documentation as varied from time to time pursuant to the terms of the Contract provided that:

(a) if there is an ambiguity or inconsistency between any standard required by the Subcontract Construction Documentation, then the standard to be achieved shall be in accordance with the Developed Design; and

(b) if the Subcontract Construction Documentation does not specify the standard of workmanship, material, finish or any other aspect of the Works then the standard of such workmanship, material, finish, or other aspect shall be fit for its intended purpose.

5.6 Where any discrepancy exists between figured and scaled dimensions, the figured dimensions shall prevail.

5.7 No rule of construction shall apply to the disadvantage of one party on the basis that that party put forward the documents comprising the Contract or any of them.

5.8 The party discovering an alleged ambiguity, discrepancy or inconsistency shall notify the Principal's Representative in writing of the ambiguity, discrepancy or inconsistency, who shall then direct the Managing Contractor in writing as to the interpretation to be followed by the Managing Contractor in carrying out the work.

5.9 The Managing Contractor shall, at the Managing Contractor's own cost and expense comply with any direction given to the Managing Contractor by the Principal's Representative under this Clause 5.

5.10 The Managing Contractor acknowledges that it assumes the risk of all delays and increased costs, losses and expenses caused or resulting from any such ambiguity, discrepancy or inconsistency and that any direction given pursuant to this Clause 5 shall in no event, constitute an approved Variation and the Managing Contractor shall not be entitled to:

(a) reimbursement or monetary compensation whether for damages for breach of contract or otherwise in respect of the direction or any such ambiguity, discrepancy and inconsistency; or

(b) adjustment to:

(i) the Management Fee;

(ii) the Consultants Fee;

(iii) the On Site Overhead Fee;

(iv) the Off Site Overheads and Profit Fee; or

(v) the Guaranteed Construction Sum.

## 6. COLLUSIVE ARRANGEMENTS, CONFLICT OF INTEREST and CRIMINAL ORGANISATIONS

6.1 The Managing Contractor warrants and represents to the Principal that:

(a) it had no knowledge of the tender price of any other tenderer, nor did it communicate with any other tenderer in relation to its tender price, or a price above or below which a tenderer may tender (excluding any pricing advised by the Principal), nor had it entered into any contract, arrangement or understanding with another tenderer to the effect that the Managing Contractor or another tenderer

would tender a non-competitive price, for the work under the Contract, at the time of submission of its tender;

(b) except as disclosed in its tender, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade, industry or other association (above the published standard fee) relating in any way to its tender or this Contract, nor paid or allowed any such money, nor will it pay or allow any such money;

(c) except by prior agreement with the Principal, it has not paid or allowed any money or entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other tenderer for the work under the Contract, nor received any money or allowance from or on behalf of any other tenderer relating in any way to its tender or this Contract, nor will it pay or allow or receive any money as aforesaid.

6.2 In the event of the Managing Contractor paying or allowing any money in breach of this Clause 6, the Principal may deduct from payments to the Managing Contractor an equivalent sum as an amount due from the Managing Contractor to the Principal, in addition to any other claim, demand, action or proceeding the Principal may have against the Contractor (whether for damages or otherwise).

6.3 Without limitation, if the Managing Contractor commits a breach of this Clause 6, the Principal may at its discretion terminate the Contract and claim damages for breach of contract.

6.4 The Managing Contractor warrants that neither it, nor its Personnel have engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Contract, any associated Tender or any actual or potential contract with any entity for the Works.

6.5 The Managing Contractor warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations where a Conflict of Interest is created, or might appear to be created, in conflict with its obligations under this Contract, except as disclosed. If the Principal requests, the Managing Contractor must obtain from its Personnel a signed Conflict of Interest declaration in a form acceptable to the Principal.

6.6 The Managing Contractor warrants that neither it nor its Personnel have been convicted of an offence where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 1601P of the *Penalties and Sentences Act 1992* (Qld).

6.7 The warranties in this Clause 6 are provided as at the date of the Contract and on an ongoing basis. The Managing Contractor warrants that it will immediately notify the Principal if it becomes aware that any warranty made in this Clause 6 was inaccurate, incomplete, out of date or misleading in any way when made, or becomes inaccurate, incomplete, out of date or misleading in any way. In addition to any other remedies available to it under Law or contract, the Principal may, in its absolute discretion, immediately terminate the Contract if it believes the Managing Contractor has breached any warranty in this Clause 6.

6.8 For the purposes of this Clause 6:

(a) “Personnel” means officers, directors, employees, agents and subcontractors; and

(b) “Conflict of Interest” includes any actual, reasonably anticipated or perceived conflict of interest whether personal, financial, professional or otherwise.

## 7. COMMITMENT AND GOOD FAITH

### 7.1. Commitment

The parties are committed to working together in a cooperative and collaborative manner with a view to:

(a) encouraging cooperation and innovation;

(b) establishing and maintaining an environment which encourages honest, open and timely sharing of information; and

(c) sharing and transferring such behavioural aspects to all persons associated with the work under the Contract to achieve a successful outcome in all respects.

7.2. **Good Faith**

7.2.1. The parties warrant that they shall perform all duties and act in good faith.

7.2.2. Acting in good faith includes:

(a) being fair, reasonable and honest;

(b) doing all things reasonably expected by the other party and by the Contract; and

(c) not impeding or restricting the other party's performance.

## 8. QUALITY ASSURANCE

8.1 The Managing Contractor shall establish, implement and maintain a quality plan to the satisfaction of the Principal which shall comply with ISO 9001:2008.

8.2 The Managing Contractor shall ensure that all provisions for quality assurance apply equally to all Consultants and Subcontractors engaged by the Managing Contractor.

8.3 Within fourteen (14) days after the Date of Acceptance of Tender the Managing Contractor shall submit to the Principal's Representative for approval, the Managing Contractor's quality plan including as minimum:

(a) identification and definition of the key activities and deliverables from the Managing Contractor's Tender;

(b) identification of how the Managing Contractor proposes to deliver the activities/deliverables in Clause 8.3(a) including what internal controls, methodology and procedures the Managing Contractor is to utilise to complete the deliverables in Clause 8.3(a) and a sample of the Managing Contractor's procedures;

(c) identification of how the Managing Contractor is to verify its deliverables in Clause 8.3(a) and a sample of the Managing Contractor's verification plan; and

(d) identification of review and agreement of quality assurance records that the Managing Contractor is to provide to the Principal confirming compliance to the Managing Contractor's Tender.

8.4 The Managing Contractor shall comply with directions by the Principal's Representative to change the Managing Contractor's quality assurance system and quality plan to provide assurance of satisfactory compliance to the documents.

8.5 The Managing Contractor shall participate in and allow reasonable access to the Principal's agents to audit the Managing Contractor's quality assurance program and quality plan. Verification by the Principal's agents shall not relieve the Managing Contractor of any of the Managing Contractor's liabilities and obligations under the Contract.

## 9. SECURITY, RETENTION MONEYS AND PERFORMANCE UNDERTAKINGS

9.1. **Purpose**

Security, retention moneys and performance undertakings are for the purpose of ensuring the due and proper performance of the Contract and for the purpose of providing security of payment to the Subcontractors of the Managing Contractor.

9.2. **Provision of Security**

The Managing Contractor shall provide security to the Principal in the amount stated in the Annexure.

9.3. **Form of Security**

9.3.1. All security provided by the Managing Contractor shall be in the in the form of either cash or an approved unconditional undertaking given by an approved financial institution or insurance company. The unconditional undertaking in the form in Schedule 2 is approved.

9.3.2. The Principal shall have a discretion to approve or disapprove of the form of unconditional undertaking and the financial institution or insurance company giving it, or other form of security offered.

9.4. **Time for Lodgement of Security**

Security provided pursuant to Clause 9.2 shall be lodged with the Principal by the Managing Contractor within 14 days of the Date of Commencement of Stage Two.

9.5. **Retention Moneys**

From the commencement of Construction Work, the Principal may deduct from moneys otherwise due to the Managing Contractor amounts at the rate of 10% of each progress payment up to the limit of the amount stated in the Annexure.

9.6. **Subcontract Retentions**

Where pursuant to a term in a Subcontract the Managing Contractor withholds any retention money from a payment to a Subcontractor, the Managing Contractor will hold those moneys for the benefit of the Subcontractor, until the retention moneys become payable, in accordance with the terms of the Subcontract, to either:

(a) the Subcontractor, in which case the moneys shall be paid to the Subcontractor; or

(b) the Managing Contractor.

9.7. **Substitution of Security for Retention Moneys**

The Managing Contractor shall be at liberty at any time to provide in lieu of retention moneys, security in any of the forms permitted in Clause 9.3. To the extent that such security is provided, the Principal shall not deduct retention moneys and shall forthwith release retention moneys.

9.8. **Additional Security - Unfixed Plant and Materials**

Security provided by the Managing Contractor for unfixed plant and materials pursuant to Clause 57.7 shall be:

(a) subject to the terms of Clauses 9.3 and 9.9; and

(b) in an amount equal to the payment claimed for the plant or materials.

9.9. **Conversion of Security and Recourse to Retention Moneys**

9.9.1. The Principal may at any time, convert into money, security and retention moneys that does not consist of money whether or not the Principal is then entitled to exercise a right under the Contract in respect of the security or retention moneys. The Principal shall not be liable in any way for any loss occasioned by the conversion. The Principal may have recourse to security, retention moneys or both including moneys obtained by conversion of security and retention moneys where the Principal has become entitled to exercise a right under the Contract in respect of retention moneys or security or is otherwise entitled at law to have recourse to such moneys or security.

9.9.2. If:

(a) after the Principal has exercised all or any of the Principal's rights under the Contract in respect of the security and retention moneys (except for those set out in this clause); and

(b) the security and retention moneys or any part or parts thereof then remaining is, but for this clause, releasable to the Managing Contractor pursuant to Clause 9.10 or 9.11;

then:

(c) before releasing any security and retention moneys or any part or parts thereof then remaining:

(i) the Principal may ascertain the existence and amount of any Subcontractors' Charge;

(ii) in the event that any such Subcontractors' Charge is found to exist, then the Principal may convert into money any security or any part thereof then remaining that does not consist of money. Any money so obtained shall be regarded as due, creditable or allowable to the Managing Contractor pursuant to the Contract in complete or partial satisfaction of the contract price (for the purposes of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld)); and

(iii) the Principal may pay into court or otherwise secure the money for the benefit of the chargee from such moneys so due, creditable or allowable the total amount set out in the said Subcontractor's Charge and account to the Managing Contractor as to the balance, if any.

9.10. **Reduction of Security and Retention Moneys**

9.10.1. Subject to Clause 9.9.2, upon issue of the Certificate of Practical Completion, the Principal's entitlement to security and retention moneys shall be reduced to the amount or percentage thereof stated in the Annexure or, if no amount or percentage is stated, to 50% thereof.

9.10.2. If the Principal's Representative issues a direction pursuant to Clause 51 which provides for a separate defects liability period of a stated duration in respect of the work of rectification, the Principal's Representative may, in its absolute discretion, determine that from the end of the initial Defects Liability Period, the Principal's entitlement to security and retention monies shall be further reduced to such amount or percentage as the Principal's Representative determines in it absolute discretion.

9.11. **Release of Security**

9.11.1. Where the Managing Contractor has provided additional security pursuant to Clause 57.7, the Principal shall release that additional security within 14 days of the certification by the Principal's Representative of:

(a) the incorporation into the Works of the unfixed plant or materials in respect of which the additional security was furnished; and

(b) that such unfixed plant or materials are in accordance with the terms of the Contract.

9.11.2. Subject to the Principal's rights to set-off under Clause 57.14 and to have recourse to cash security or retention moneys under Clause 9.9, and subject to Clause 9.11.3, the Principal shall release security or retention moneys provided by the Managing Contractor pursuant to Clause 9.2 or 9.7 or so much as may remain after the application of Clause 9.10 within 28 days of the later of:

(a) the requirement to do so by Clauses 60.1 and 60.2; or

(b) the issue of the Final Certificate under Clause 57.12.

9.11.3. Where there is any claim, adjudication or proceeding commenced pursuant to or in connection with the *Building Industry Fairness (Security of Payment) Act 2017* (Qld), including proceedings commenced by the Principal to recover an amount the subject of a payment claim pursuant to the *Building Industry Fairness (Security of Payment) Act 2017* (Qld), the Principal is not obliged to release security or retention moneys until 28 days after the finalisation of such claim, adjudication or proceeding.

9.12. **Interest on Security and Retention Moneys**

The Principal shall own any interest earned on retention moneys and security provided pursuant to this Contract.

9.13. **Deed of Guarantee and Indemnity**

Where the Managing Contractor is a related or subsidiary corporation (as defined in the *Corporations Act 2001*(Cth)) the Managing Contractor shall, within 14 days after receiving a written request from the

Principal, provide a Deed of Guarantee and Indemnity by the corporation to which the Managing Contractor is a related or subsidiary corporation duly executed and enforceable. The form of such Deed of Guarantee and Indemnity shall be that in Schedule 10.

## 10. SERVICE OF NOTICES

10.1. **Address**

The Principal, the Managing Contractor and the Principal's Representative and the Managing Contractor's Representative shall each notify the others of a change of address and change of facsimile number.

10.2. **Service**

10.2.1. A notice in connection with the Contract:

(a) must be signed by a duly authorised representative of the party giving the notice;

(b) must be in writing; and

(c) must be:

(i) delivered by hand to the address of the addressee contained in the Contract or which is subsequently notified under Clause 10.1; or

(ii) sent by prepaid ordinary post to the address of the addressee contained in the Contract or which is subsequently notified under Clause 10.1; or

(iii) sent by facsimile to the facsimile number of the addressee stated in the Contract or which is subsequently notified under Clause 10.1; and

(d) is deemed to be received:

(i) in the case of a notice delivered by hand, upon delivery, except if delivery occurs:

(A) after 5pm on a business day; or

(B) on a day which is not a business day;

in which case delivery will be deemed to have occurred at 9am on the next business day;

(ii) in the case of a notice forwarded under Clause 10.2.1(c)(ii), within 5 business days of its posting; and

(iii) in the case of a notice delivered under Clause 10.2.1(c)(iii), on the production of a facsimile transmission report which indicates that the notice in its entirety was forwarded to the recipient's facsimile number, except if the transmission is completed and confirmed to have occurred:

(A) after 5pm on a business day; or

(B) on a day which is not a business day;

in which case the transmission will be deemed to have been completed and confirmed at 9am on the next business day.

10.2.2. Unless a later time is specified in it a notice, approval, consent or other communication takes effect from the time it is received.

10.2.3. Notwithstanding Clause 10.2.1, the Principal's Representative may direct that specified notices or other communication may be effected by specified electronic means. In any such direction, the Principal's Representative must specify when such notices and communications shall be deemed to be received.

## 11. GCS OFFER

### 11.1. Managing Contractor's GCS Offer

11.1.1. During Stage One of the Contract and within eight (8) weeks of receiving a written request by the Principal, the Managing Contractor shall provide a GCS Offer. The GCS Offer must meet all the requirements of Schedule 14 and this Clause 11.1.

11.1.2. The Managing Contractor's GCS Offer shall account for all matters which are or should reasonably be known to the Managing Contractor at the time of providing the GCS Offer, and shall set out the basis for and quantify the amounts of any adjustments to which the Managing Contractor claims to be entitled under Clause 11.3 or any other provision of the Contract, in respect of:

(a) the Management Fee;

(b) the On Site Overheads Fee;

(c) the Provisional Delay Allowance; and

(d) the Consultants Fee.

11.1.3. The Managing Contractor's GCS Offer shall include an all up total of the guaranteed construction sum and all matters referred to in Clause 11.1.2, including any adjustments in respect of the amounts listed in Clause 11.1.2 (a) to (d).

11.1.4. Failure to comply with Clause 11.1 will constitute a substantial breach of contract.

11.1.5. The Managing Contractor's GCS Offer shall remain open for acceptance until the Principal notifies the Managing Contractor in writing of the Principal's acceptance or rejection of the GCS Offer in accordance with Clause 11.2, which shall be given within a reasonable time.

### 11.2. Principal's Options

11.2.1. The Principal shall not be bound to accept the Managing Contractor's GCS Offer but shall, at its sole discretion and without obligation to act reasonably, be free to:

(a) accept the Managing Contractor's GCS Offer, in which case:

(i) the guaranteed construction sum accepted shall become the Guaranteed Construction Sum under the Contract; and

(ii) the Managing Contractor's fees may be adjusted in accordance with the Managing Contractor's GCS Offer, provided that the Managing Contractor is entitled to such adjustments under Clause 11.3 or any other provision of the Contract; or

(b) reject the Managing Contractor's GCS Offer.

11.2.2. If the Managing Contractor's GCS Offer is rejected by the Principal, the Managing Contractor will have no further entitlement or remedy, other than for payment of any outstanding amount by the Principal for the work under the Contract in respect of Stage One including payment of any amounts in respect of any Early Works carried out.

### 11.3. Adjustment of fees at time of GCS Offer

11.3.1. Where the Principal elects to accept the GCS Offer, the Management Fee, On Site Overheads Fee, Consultants Fee and Provisional Delay Allowance shall be subject to adjustments in accordance with this Clause 11.3 at the time of acceptance of the GCS Offer.

11.3.2. The Managing Contractor shall only be entitled to adjustments pursuant to this Clause 11.3, where the Managing Contractor has complied with Clause 11.1.

11.3.3. If there are changes:

(a) between the scope of Works contained in the Project Brief and the scope of Works in the GCS Offer Project Brief;

(b) in the scope of the Works caused by a Latent Condition encountered on the Site during Stage One; or

(c) between the Principal's preliminary completion time contained in the Project Brief and the Managing Contractor's time for Practical Completion contained in the GCS Offer;

which result in a material effect on the tendered resources included in the Management Fee, then the Managing Contractor shall be entitled to a reasonable adjustment to the tendered Management Fee, having regard to any applicable rates or prices provided in the costed methodology statement provided with the Managing Contractor's Tender.

11.3.4. If there are changes:

(a) between the scope of Works contained in the Project Brief and the scope of Works in the GCS Offer Project Brief; or

(b) between the Principal's preliminary completion time contained in the Project Brief and the Managing Contractor's time for Practical Completion contained in the GCS Offer;

which result in a material effect on the tendered On Site Overheads, then the Managing Contractor shall be entitled to a reasonable adjustment to the tendered On Site Overheads Fee, having regard to any applicable rates or prices provided in the costed methodology statement provided with the Managing Contractor's Tender.

11.3.5. If there are changes between the scope of Works contained in the Project Brief and the scope of Works in the GCS Offer Project Brief, which result in an increase or decrease to the work to be performed by, and fees payable to, one or more of the Consultants listed in the Managing Contractor's Tender Form, then the Managing Contractor shall be entitled to a reasonable adjustment to the tendered Consultants Fee, having regard to the terms of the contract between the Managing Contractor and the Consultant.

11.3.6. Where the Principal has nominated a fee basis for Consultants listed in the Managing Contractor's Tender Form that requires application of a percentage to the Guaranteed Construction Sum to be agreed between the Principal and the Managing Contractor at the time of acceptance of the GCS Offer, and the Guaranteed Construction Sum agreed between the Principal and the Managing Contractor is different to the respective amount included in the Project Construction Cost Estimate, then the Managing Contractor shall be entitled to an adjustment to the Consultants Fee, having regard to the difference between the Guaranteed Construction Sum and the respective amount included in the Project Construction Cost Estimate.

11.3.7. If there are changes between the scope of Works contained in the Project Brief and the scope of Works in the GCS Offer Project Brief which result in a material effect on the tendered Provisional Delay Allowance, then the Managing Contractor shall be entitled to a reasonable adjustment to the applicable rate or rates contained in the Managing Contractor's Tender in relation to the Provisional Delay Allowance, only to the extent of the material effect of any increase or decrease in the scope of Works between the Project Brief and the GCS Offer Project Brief.

## 12. WARRANTIES

### 12.1. Managing Contractor's Warranties

12.1.1. The Managing Contractor warrants that at all times the Managing Contractor shall be suitably qualified and experienced and shall exercise due skill, care and diligence in the execution and completion of the work under the Contract.

12.1.2. The Managing Contractor further warrants to the Principal the following:

(a) in submitting the GCS Offer, the Managing Contractor warrants that it has investigated and satisfied itself of the adequacy and suitability of the GCS Offer Project Brief and the Contract to enable the

Managing Contractor to perform all the work under the Contract without limitation in accordance with the Contract. In particular, the Managing Contractor warrants the sufficiency of the Guaranteed Construction Sum;

(b) those things referred to in Clause 6;

(c) the warranties pursuant to Clause 21.2.18;

(d) the Managing Contractor has assessed the potential for delays, disruption, suspension and extra costs in the performance of the work under the Contract from any cause associated with noise, dust and other nuisances, the presence of other contracts that are notified by the Principal to the Managing Contractor before the time of submission of the GCS Offer, and the use of the premises in which the Site is located and has made due allowance in its GCS Offer and will not claim any extra amount or extension of time from the Principal due to compliance with Clause 25;

(e) the Managing Contractor shall perform all duties and act in good faith;

(f) in respect of Design Work:

(i) in carrying out Design Work, the Managing Contractor will exercise the degree of skill, care and diligence expected of a skilled and competent design professional, who regularly acts in the capacity in which the Managing Contractor is engaged;

(ii) the Managing Contractor will prepare the Developed Design in accordance with the GCS Offer Project Brief and other requirements of the Contract so that the Developed Design will be suitable, appropriate and adequate:

(A) for the purpose stated in the GCS Offer Project Brief; and

(B) to produce an end product that meets the requirements of the GCS Offer Project Brief;

having regard to the assumptions that the Managing Contractor can be reasonably expected to make in accordance with sound professional principles; and

(iii) where the Managing Contractor changes the GCS Offer Project Brief in accordance with Clause 19.2, such changes will not, without limitation, affect the suitability for purpose of the Developed Design;

(g) Subject to Stage Two proceeding, in respect of Documentation Work:

(i) in carrying out Documentation Work, the Managing Contractor will exercise a degree of skill, care and diligence expected of a skilled and competent design professional who regularly acts in the capacity in which the Managing Contractor is engaged;

(ii) the Managing Contractor will complete all Documentation Work in accordance with the Developed Design and the requirements of the Contract so that the Subcontract Construction Documentation will be suitable, appropriate and adequate:

(A) for the purpose stated in the GCS Offer Project Brief; and

(B) to produce an end product that meets the requirements of the GCS Offer Project Brief;

having regard to the assumptions that the Managing Contractor can be reasonably expected to make in accordance with sound professional principles;

(iii) the Managing Contractor will not modify the Developed Design except insofar as it is necessary to overcome any ambiguity or discrepancy in accordance with Clause 5; and

(iv) the Managing Contractor has sufficient design resources (including Consultants) to maintain efficient and timely production of all Subcontract Construction Documentation;

(h) Subject to Stage Two proceeding, in respect of Construction Work:

(i) Construction Work and the Works when constructed will be in accordance with the Subcontract Construction Documentation, all other requirements of the Contract and the requirements of all statutory authorities;

(ii) the Construction Work will comply with any relevant standards of Standards Australia or the Contract, and if more than one, the highest such standard;

(iii) if the Subcontract Construction Documentation does not specify the standard of workmanship, material, finish or any other aspect of the Works then the standard of such workmanship, material, finish, or other aspect will be in accordance with the Developed Design, and will be fit for their intended purpose as described in the GCS Offer Project Brief and consistent with the nature and character of the Works; and

(iv) all Construction Work and the Works when completed will be free from defects and fit for their intended purpose as described in the GCS Offer Project Brief; and

(i) the Principal will not pay as the Actual Construction Sum any greater amount than the Guaranteed Construction Sum, and that the Managing Contractor shall meet, pay and discharge to the satisfaction of the Principal all moneys, payments, obligations and liabilities whatsoever over and above the Guaranteed Construction Sum.

12.2. **Warranties and Indemnities Unaffected**

The Managing Contractor acknowledges that all warranties and indemnities given under the Contract will remain unaffected notwithstanding:

(a) any advice, review, comment, approval or direction by the Principal, the Principal's Representative or the employees, consultants or agents of the Principal in respect of:

(i) any matter which the Managing Contractor has an obligation under the Contract to undertake its own investigations; and

(ii) Design Work, Documentation Work or Construction Work produced by the Managing Contractor;

(b) subject to Clause 53.2.4, any Variation under Clause 53;

(c) any modifications to the Project Brief or GCS Offer Project Brief pursuant to Clause 19; and

(d) that the Managing Contractor engages any Subcontractor or any Consultant in connection with any of the work under the Contract (whether with or without the consent of the Principal).

12.3. **Principal's Reliance on Warranties**

The Managing Contractor acknowledges that the Principal has entered into the Contract in reliance upon the warranties set out in the Contract.

12.4. **Manufacturers' Performance Warranties**

12.4.1. The Managing Contractor shall procure a warranty for each of the items listed in Schedule 3, or if none are listed on Schedule 3, shall request from the Principal during Stage One items that require warranties, which are to form part of the Works from the supplier or manufacturer of the materials, goods, plant or equipment and give an executed copy to the Principal's Representative. The warranty shall be in the form of that contained in Schedule 3.

12.4.2. The warranties which are required by the preceding paragraph shall not be construed in any way to modify or limit any of the rights, powers or remedies of the Principal against the Managing Contractor whether under the Contract or otherwise in respect of the materials, goods, plant and equipment the subject of a warranty and the Managing Contractor must discharge the Managing Contractor's obligations under the Contract in respect of any defective work in respect of materials or goods for which such a warranty has been obtained despite the Principal having the benefit of the warranty.

12.4.3. If requested by the Managing Contractor, the Principal's Representative may issue a direction under Clause 53.3 varying the terms of a warranty to be obtained from a supplier or manufacturer under Clause 12.4.1.

12.4.4. When deciding whether a variation referred to in Clause 12.4.3 should be issued, the Principal's Representative shall take into account:

(a) the quantum of any additional amount required by a supplier or manufacturer as consideration for providing a warranty in terms of Schedule 3;

(b) whether an alternative supplier or manufacturer would be prepared to provide a warranty in those terms;

(c) whether the Managing Contractor has used its best endeavours to obtain a warranty in those terms from the manufacturer or supplier; and

(d) whether the supplier or manufacturer is not prepared to provide a warranty in the form of Schedule 3 but is prepared to provide a warranty which is generally representative of warranties commercially available for the relevant item.

12.4.5. Without limiting the obligations of the Managing Contractor under the Contract, during the currency of the warranties referred to in this Clause 12.4, the Managing Contractor must, at its own cost:

(a) if required by the Principal, arrange and coordinate any necessary inspections, tests, replacements or rectification work under such warranties; and

(b) assist the Principal in the pursuit of any warranty claims.

12.4.6. The Principal's Representative may at any time by notice in writing to the Managing Contractor direct that a performance trial or trials be carried out to verify that the Works or any part of the Works (as the case requires) complies with a performance warranty or specification. Such performance trial or trials shall thereafter be carried out in accordance with the provisions of Clause 43 as soon as practicable.

12.4.7. Performance trials shall be carried out in accordance with the relevant Australian Standard or if there is no relevant Australian or overseas standard in accordance with the recognised industry practice. The Managing Contractor shall supply all equipment and suitably qualified and experienced technical staff necessary to conduct the performance trials.

12.4.8. The cost of all performance trials shall be borne in accordance with the provisions of Clause 43.7.

12.4.9. In the event that any performance trial shows that the Works or any part of the Works fails to comply with the performance warranty or specification, the Managing Contractor shall at the Managing Contractor's own expense arrange for such modifications or additional work as may be necessary to enable the Works to comply with the performance warranty or specification and conduct a further formal performance trial to verify that the Works or such relevant part of the Works complies with that performance warranty and/or specification. The cost of this and any subsequent performance trials necessary to verify that the Works comply with the performance warranty or specification shall be borne by the Managing Contractor.

## 13. PROJECT ADVISORY GROUP

### 13.1. Establishment, Duration and Purpose

13.1.1. Within seven (7) days after the Date of Acceptance of Tender, a Project Advisory Group (PAG) shall be established.

13.1.2. The PAG shall monitor, decide and advise on all aspects of the work under the Contract.

13.1.3. The first meeting of the PAG shall be convened by the Principal’s Representative within fourteen (14) days of the Date of Acceptance of Tender and thereafter meetings shall be held at least once during each month provided that special meetings shall be convened at the request of either party.

13.1.4. The PAG shall operate until the issue of the Final Certificate under Clause 57.12 or such other time determined by the Principal’s Representative.

13.2. **Membership**

13.2.1. The Principal and the Managing Contractor shall be entitled to have a representation on the PAG as stated in the Annexure. The Principal's Representative shall be one of the Principal's delegates. The Managing Contractor's Representative shall be one of the Managing Contractor's delegates.

13.2.2. Each party shall by notice in writing advise the other party of the names, addresses, telephone numbers and facsimile numbers of its delegates.

13.2.3. The Chairperson may, at the request of either party, include as attendees of PAG meetings, representatives of Consultants and Subcontractors involved as well as other individuals who may be able to assist the PAG in the performance of its functions.

13.2.4. The Chairperson may, at the request of any delegate to the PAG and at the cost of that delegate, call upon any person for a report or other advice to assist the PAG in the PAG's deliberations.

13.2.5. The Principal may in the Principal's discretion require each delegate to the PAG to execute a warranty that each delegate to the PAG shall perform all duties and act in good faith as defined in Clause 7.

13.3. **Meetings**

13.3.1. A quorum for the PAG shall be the Principal's Representative and the Managing Contractor's Representative.

13.3.2. The Principal's Representative shall determine the agenda, chair and take minutes of the first meeting of the PAG. Thereafter the Managing Contractor's Representative shall determine the agenda, chair, take and distribute minutes of all meetings of the PAG.

13.3.3. Agenda items shall include reviews of:

(a) the Managing Contractor's activities;

(b) the Principal's duties;

(c) programming and in particular programming for the period until the next meeting of the PAG;

(d) budgeting and costs including where applicable the most recently submitted cost plan report created by the Managing Contractor in accordance with Schedule 15;

(e) quality;

(f) safety;

(g) the Design Work undertaken by the Managing Contractor and any Design Documents submitted to the Principal's Representative for review;

(h) Variations which in the opinion of the Managing Contractor require adjustment to the Guaranteed Construction Sum; and

(i) any other items identified by the Principal's Representative or the Managing Contractor's Representative.

13.3.4. The Chairperson of each meeting of the PAG shall provide to the Principal and the Managing Contractor a written report within two (2) days after each PAG meeting.

13.4. **Decisions of the PAG**

All matters arising at a meeting of the PAG shall be determined by unanimous agreement of the PAG delegates. If the delegates cannot reach unanimous agreement on any matter it shall be decided by the Principal's Representative.

13.5. **Managing Contractor's Reports**

13.5.1. Within seven (7) days of the end of each month, the Managing Contractor shall provide to the Principal's Representative a report for consideration by the PAG.

13.5.2. This report shall be in a format and to a level of detail agreed to by the Principal's Representative and without limitation contain:

(a) procedural matters/outstanding action;

(b) Consultants design and documentation reports including test results and statements advising of any departures from the Project Brief or GCS Offer Project Brief;

(c) construction report, which shall include statements from Consultants advising of any departures from the GCS Offer Project Brief;

(d) financial report;

(e) program report including potential causes of delay;

(f) key issues;

(g) general business;

(h) instructions or advices given to the Managing Contractor as these relate to non conformance issues; and

(i) defects lists;

and have appended to it:

(j) site inspection reports;

(k) program detail;

(l) minutes of previous PAG meeting;

(m) the original of all Consultants reports;

(n) Non Conformance Register;

(o) photographs showing the status of Site;

(p) the Managing Contractor's cost plan report considered at the previous meeting of the PAG and any subsequent cost plan reports the Managing Contractor has been required to create in accordance with Schedule 15; and

(q) any other matters requested by the Principal's Representative from time to time.

## 14. DESIGN WORK

The Managing Contractor shall, with skill, care and diligence:

(a) in undertaking the Design Work, consider reasonable options and alternatives which satisfy the requirements of the GCS Offer Project Brief or, during Stage One the Project Brief, and present the Managing Contractor's preferred design solution to the Principal's Representative in a timely manner;

(b) produce the Developed Design:

(i) in accordance with the GCS Offer Project Brief or, during Stage One the Project Brief;

(ii) so that the Actual Construction Sum is minimised as much as possible; and

(iii) so that work under the Contract can be completed by the Date for Practical Completion;

(c) obtain the Principal's Representative's written approval to the Developed Design;

(d) manage the Consultants in the production of the Developed Design; and

(e) decide on the manner in which the Construction Work should be divided into packages for the purpose of facilitating the calling of tenders for Subcontracts.

## 15. DOCUMENTATION WORK

The Managing Contractor shall, with skill, care and diligence:

(a) produce the Subcontract Construction Documentation in accordance with the Developed Design so that the Subcontract Construction Documentation will be fit for its intended purpose in all respects;

(b) manage the Consultants in the production of the Subcontract Construction Documentation;

(c) not modify the Subcontract Construction Documentation except insofar as it is necessary to overcome any ambiguity or discrepancy in accordance with Clause 5; and

(d) decide and advise the Principal on the manner in which the Construction Work will be divided into Subcontract Construction Documentation.

## 16. CONSTRUCTION WORK

### 16.1. Completion of the Works

The Managing Contractor shall, with skill, care and diligence construct and complete the whole of the work under the Contract in accordance with the Contract and without restricting the generality of the foregoing the Managing Contractor shall:

(a) construct the Works in accordance with the Developed Design and Subcontract Construction Documentation;

(b) arrange for the supply of all:

(i) materials;

(ii) labour;

(iii) plant and equipment; and

(iv) everything else;

necessary for the execution and completion of the Works and the Managing Contractor's obligations under the Contract, including (without limitation) the Site establishment, services and facilities; and

(c) prepare a comprehensive management plan incorporating the Program and maintain its currency for the duration of the work under the Contract.

### 16.2. Commissioning Work

The Managing Contractor shall, with skill, care and diligence, in accordance with best engineering practice:

(a) provide the Principal and the Principal's employees assistance with the initial occupation and operation of the Works;

(b) assist the Principal or the nominated agents of the Principal in understanding the performance of the Works;

(c) ensure the satisfactory operation of all building components, equipment and contents;

(d) provide to the Principal a draft version of the Asset Management and Maintenance Database and all operating manuals and maintenance manuals required by the Principal, sufficient to enable the commissioning of the Works;

(e) record and submit to the Principal's Representative details of all test results;

(f) give the Principal's Representative reasonable prior notice of the carrying out of any part of the commissioning required by the Program; and

(g) immediately notify the Principal's Representative if any portion of work under the Contract fails to pass a commissioning requirement, make good that work and after completion of the remedial work promptly carry out further commissioning of that work.

16.3. **12 Week Maintenance, Monitoring and Adjustment Period**

The Managing Contractor shall at the Managing Contractor's own cost arrange for a team of suitably qualified and equipped personnel to maintain, monitor and adjust the Works or any part of the Works to comply with the Contract during a period of twelve (12) weeks commencing on the Date of Practical Completion. The Managing Contractor shall arrange for the provision of all replacement parts and labour necessary and required for the performance of the Works during this period including without limitation all consumable maintenance parts (including filters and lubricants).

## 17. EARLY WORKS

17.1. **Early Works Direction**

17.1.1. The Principal's Representative may direct the Managing Contractor to commence to carry out part of the Construction Work as Early Works prior to the Completion of Stage One.

17.1.2. A direction by the Principal's Representative pursuant to Clause 17.1 shall not be a Direction to Accelerate or be a request for an Acceleration Proposal (as those terms are defined in Clause 47.1).

17.1.3. The Managing Contractor shall not be entitled to an adjustment of:

(a) the Management Fee;

(b) the Consultants Fee;

(c) the On Site Overheads Fee;

(d) the Off Site Overheads and Profit Fee; or

(e) the Guaranteed Construction Sum;

on account of the Principal’s Representative issuing a direction pursuant to Clause 17.1.

17.1.4. The Principal shall provide access to the Site at the time specified in the direction of the Principal's Representative to enable the Managing Contractor to carry out Early Works. Clause 39 shall apply to any such access given to the Managing Contractor.

17.2. **Early Works Subcontracts**

17.2.1. The Managing Contractor must not let an Early Works Subcontract without the prior written approval of the Principal’s Representative. In all other respects, the Managing Contractor must fully comply with the provisions of Clause 21 in respect of all Early Works Subcontracts.

17.2.2. Early Works Subcontracts shall include a right to terminate for convenience.

17.2.3. Amounts paid and payable under Early Works Subcontracts shall be included in the Guaranteed Construction Sum and the Actual Construction Sum.

17.2.4. If the Principal rejects the Managing Contractor's GCS Offer under Clause 11.2.1, the Managing Contractor shall continue to carry out and complete all Early Works pursuant to the terms of the Contract unless the Principal directs the Managing Contractor to:

(a) terminate the Early Works Subcontracts; or

(b) assign or novate (at no cost to the Principal) all or some of the Early Works Subcontracts to the Principal by entering into and executing a Deed of Novation satisfactory to the Principal.

## 18. CONSULTANTS

### 18.1. Engagement of Consultants

18.1.1. The Managing Contractor shall engage the Consultants in accordance with the Managing Contractor's Tender and any other Consultants that the Managing Contractor considers are required to undertake:

(a) the Minimum Consultancy Services (if any) as stated in Schedule 5; and

(b) any services in addition to the Minimum Consultancy Services to fulfil its obligations under the Contract.

18.1.2. The Managing Contractor shall make its own determinations as to the nature, extent and timing of all consultancy services required by the Managing Contractor including any consultancy services additional to the Minimum Consultancy Services.

18.1.3. The Managing Contractor shall not be entitled to an adjustment to the Consultants Fee, the Management Fee, the On Site Overheads Fee or the Off Site Overheads and Profit Fee for costs of any nature whatsoever associated with the engagement or work of a Consultant where that Consultant was not:

(a) identified in the Managing Contractor's Tender;

(b) directed to be engaged by the Principal under Clause 18.2; or

(c) required to perform the work of a Variation directed under Clause 19.1 or 53.1.

18.1.4. The Managing Contractor shall provide to the Principal's Representative within a reasonable time a copy of all documents evidencing the entire agreement between the Managing Contractor and each of its Consultants under this Clause 18.1.

### 18.2. Other Consultancy Services Required by Principal

18.2.1. The Principal may direct the Managing Contractor to engage additional Consultants or extend the services of an existing Consultant. The Principal shall identify:

(a) the work to be carried out by such Consultant;

(b) the time for performance of such work; and

(c) direct the Managing Contractor to procure from the Consultant the Consultant's fee proposal.

18.2.2. The Managing Contractor shall advise the Principal, within the time stipulated by the Principal, the terms of the consultant's fee proposal and the Principal may direct the Managing Contractor to engage the additional Consultant or extend the Consultant's services.

18.2.3. If so directed by the Principal, the Managing Contractor shall engage and manage such Consultants as if they and the required services had been identified in the Tender Documents without adjustment to the Management Fee and at no additional cost to the Principal other than an adjustment to the Consultants Fee to take into account the fees of the additional Consultants the subject of the Principal's direction pursuant to this Clause 18.2. This Clause 18.2 does not apply where the direction is a Variation.

18.2.4. The Managing Contractor shall provide to the Principal's Representative within a reasonable time a copy of all documents evidencing the entire agreement between the Managing Contractor and each of its Consultants under this Clause 18.2.

### 18.3. Responsibility for Consultants

18.3.1. The Managing Contractor by engaging any Consultant (whether with or without the consent of the Principal) shall not be relieved from any of the Managing Contractor's liabilities or obligations under the Contract.

18.3.2. All Consultants engaged by the Managing Contractor shall be accountable to the Managing Contractor on all matters relating to their engagement and the Managing Contractor shall be responsible to the Principal for any acts, defaults and neglects of the Consultants engaged by it.

18.3.3. The Managing Contractor shall allow the Principal's Representative to communicate directly with any Consultant and ensure, if requested by the Principal, a Consultant's attendance at any meeting in connection with the services being provided by the Consultant.

18.3.4. If requested by the Principal's Representative at any time, the Managing Contractor shall ensure that the Consultant certifies to the Principal that Design Work or Documentation Work carried out by the Consultant complies with the GCS Offer Project Brief.

18.4. **Co-ordination of Consultants**

The Managing Contractor shall be responsible for co-ordinating the work of the Consultants and shall provide and direct all necessary personnel to administer, supervise, inspect, co-ordinate and control the Consultants so as to ensure the completion of the work undertaken by the Consultants in a suitable manner and at a rate of progress consistent with the completion of the Works in accordance with the Program.

18.5. **Termination of a Consultancy Agreement**

The Managing Contractor agrees that if a contract or agreement with a Consultant is terminated for any reason, the Managing Contractor remains fully responsible in all respects for the proper completion in accordance with the Contract of the Design Work, the Documentation Work and the Construction Work being carried out by the Consultant. All costs, expenses or losses of any kind in relation to such termination shall be the responsibility of the Managing Contractor. Neither the Principal nor the Principal's Representative shall be under any obligation to nominate a replacement Consultant.

18.6. **Changes in Consultant's Staff**

18.6.1. The Managing Contractor shall immediately notify the Principal's Representative upon the Managing Contractor receiving any notice from a Consultant that the effective control of the Consultant has changed or upon the Managing Contractor being aware that the Consultant has engaged or dismissed or removed key staff.

18.6.2. Upon receipt of such notice the Principal's Representative may direct the Managing Contractor to terminate the engagement of the relevant Consultant.

18.7. **Consultant's Deed of Obligation**

18.7.1. The Managing Contractor shall procure from each Consultant engaged in connection with the work under the Contract the execution of a copy of the Consultant's Deed of Obligation in Schedule 4 (completed with the relevant particulars) within a reasonable time.

18.7.2. If any Consultant fails to execute a copy of the Consultant's Deed of Obligation within a reasonable time, the Managing Contractor shall terminate the engagement of the Consultant and shall engage another Consultant.

18.8. **Quantity Surveyor**

Unless directed otherwise by the Principal's Representative, Subcontract bills of quantities shall be prepared by a Consultant quantity surveyor engaged by the Managing Contractor. The bills of quantities shall be measured in accordance with Australian Standard Method of Measurement Sixth Edition and individual buildings and external works shall be elementally coded in accordance with the AIQS Australian Cost Management Manual 2000 Volume 1, Appendix A3.

## 19. DESIGN CHANGE VARIATIONS PRIOR TO ACHIEVEMENT OF DEVELOPED DESIGN

19.1. **Changes at the direction of the Principal's Representative**

19.1.1. The Principal's Representative may, prior to achievement of the Developed Design, direct the Managing Contractor to:

(a) change the GCS Offer Project Brief or where the Principal has not accepted a GCS Offer Project Brief then the Project Brief; or

(b) incorporate an alternative design solution into the Developed Design where the Managing Contractor has complied with Clause 14(a);

by providing the Managing Contractor with a Variation direction in writing.

19.1.2. If the Principal's Representative issues a Variation direction pursuant to Clause 19.1.1, the Principal's Representative shall determine the amount of a reasonable adjustment (if any) to the Management Fee, Consultants Fee, On Site Overheads Fee, Off Site Overheads and Profit Fee for Stage One (if applicable) and Guaranteed Construction Sum (if applicable) and any reasonable adjustment to the Date for Practical Completion (if applicable). The Managing Contractor shall not be entitled to any damages for delay or disruption pursuant to Clause 50 or otherwise as a result of a direction issued by the Principal's Representative pursuant to Clause 19.1.1.

19.2. **Changes for the Convenience of the Managing Contractor**

19.2.1. The Managing Contractor may, prior to achievement of the Developed Design, request a change to the GCS Offer Project Brief or where the Principal has not accepted a GCS Offer Project Brief then the Project Brief, as a Variation for the convenience of the Managing Contractor. The Managing Contractor shall keep the Principal's Representative informed of the progress of Design Work so as to give the Principal a reasonable time to consider any request pursuant to this Clause 19.2.

19.2.2. The Principal's Representative may, at its discretion, approve or reject the Managing Contractor's request pursuant to this Clause 19.2, by notice in writing. Any approval may be subject to conditions imposed by the Principal's Representative.

19.2.3. Unless the Principal's Representative otherwise directs in a notice approving the Variation, the Managing Contractor shall not be entitled to:

(a) any increase to the Management Fee, Consultants Fee, On Site Overheads Fee, Off Site Overheads and Profit Fee, Project Construction Cost Estimate or Guaranteed Construction Sum; or

(b) any extension of time for Practical Completion; or

(c) damages for delay or disruption pursuant to Clause 50 or otherwise;

in respect of the Variation or anything arising out of the Variation pursuant to this Clause 19.2 which would not have arisen had the Variation not been approved.

## 20. SUPPLY OF DOCUMENTS

20.1. **Supply of Documents by Principal**

20.1.1. Unless otherwise stated, the Principal shall supply to the Managing Contractor 4 copies or an electronic copy of the documents required by the Contract to be supplied to the Managing Contractor by the Principal.

20.1.2. Documents supplied to the Managing Contractor by the Principal shall remain the property of the Principal and shall be returned by the Managing Contractor to the Principal on demand in writing.

20.1.3. The documents shall not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the work under the Contract.

20.2. **Supply of Documents by Managing Contractor**

20.2.1. If the Contract requires the Managing Contractor to supply documents to the Principal, the Managing Contractor shall, unless otherwise stated, supply 4 hard copies and an electronic copy in a format which is acceptable to the Principal.

20.2.2. The Managing Contractor shall supply to the Principal's Representative the documents and information as required by the Contract, in a form satisfactory to the Principal's Representative and at those times stated in the Contract or requested by the Principal's Representative or, if no times are stated in the Contract or requested by the Principal's Representative, then in a reasonable time before the work contained in those documents is commenced.

20.2.3. If the Contract provides that the Managing Contractor must obtain the Principal's Representative's direction whether documents are suitable or are not suitable then, within a reasonable time after receipt of the documents, the Principal's Representative shall notify the Managing Contractor that the documents are suitable or are not suitable.

20.2.4. The Principal's Representative's approval to any documentation shall not relieve the Managing Contractor from responsibility for compliance with the requirements of the Contract.

20.2.5. If the Principal's Representative notifies the Managing Contractor that the documents are not suitable, the Principal's Representative shall give reasons why the documents are not suitable and the Managing Contractor shall submit new or amended documents for the Principal's Representative's direction pursuant to this Clause 20.2.

20.3. **Supply of documentation**

20.3.1. The Managing Contractor must maintain a marked up set of all "as constructed" installation drawings and submit these for review to the Principal's Representative within one month of the completion of the relevant trade work.

20.3.2. At least three months prior to the Date of Practical Completion, the Managing Contractor shall provide to the Principal two (2) copies of "interim" operating manuals and maintenance manuals for all components of the Works.

20.3.3. Within two weeks after the Date of Practical Completion, the Managing Contractor shall provide to the Principal:

(a) three (3) copies of the final Asset Management and Maintenance Database and all operating manuals and maintenance manuals required by the Principal; and

(b) three (3) complete sets of "as constructed" drawings, trade specifications and other required documents.

20.3.4. All drawings required to be provided by the Managing Contractor must be in both hard copy and electronic format. The hard copy format shall be in accordance with the relevant standards. The electronic format shall be provided on CD-ROM or any other such electronic format acceptable to the Principal for Maintenance Manuals (excluding manufacturer's literature) and in "Auto CAD" drawing format for "as constructed" drawings.

20.3.5. Within two weeks after the Date of Practical Completion, the Managing Contractor shall also provide to the Principal:

(a) all guarantees and warranties required by the Contract;

(b) certificates from each of the Consultants certifying that the Works comply with the Subcontract Construction Documentation; and

(c) all other certificates required by the Contract and evidence of all approvals, consents and permission from all authorities.

20.4. **Availability of Documents**

20.4.1. Whilst work under the Contract is being performed, one complete set of written information supplied by the Principal, the Principal's Representative and the Managing Contractor shall be kept by the Managing Contractor at the Site or other location approved in writing by the Principal and shall be available at all times for reference by the Principal, the Principal's Representative and any persons nominated in writing by either of them.

20.4.2. During the manufacture or assembly of any significant part of the work under the Contract away from the part of the Site where the Works are to be constructed, a set of the drawings and written information relevant to that part of the work shall be kept by the Managing Contractor at the place of manufacture or assembly and shall be available for reference by the Principal, the Principal's Representative and any person nominated in writing by either of them.

20.5. **Confidential Information**

Drawings, specifications, information, samples, models, patterns and other documents, supplied or produced by either the Managing Contractor, a Consultant or the Principal and which relate in any way to the Contract or the work under the Contract, shall be regarded as confidential and shall not be disclosed to a third party, except with the prior written agreement of the Principal.

20.6. **Media Releases**

The Managing Contractor, the Managing Contractor's Subcontractors and Consultants shall not issue or be involved with the release of, any information, publication, statement, interview, document or article for publication concerning the Works or the Site in any media without the prior written approval of the Principal. The Managing Contractor shall refer to the Principal any enquiries concerning the Works from any media and shall advise the Principal of all approaches by any media.

## 21. ASSIGNMENT AND SUBCONTRACTING

21.1. **Assignment**

21.1.1. The Principal may, at any time, by notice in writing to the Managing Contractor, assign all or any of its rights under the Contract to any person identified in the notice ("the assignee").

21.1.2. The Managing Contractor acknowledges and agrees that from the date of any notice given by the Principal pursuant to this Clause 21.1, any assignment by the Principal takes effect as if the assignee had been originally named as a party to the Contract in place of the Principal.

21.1.3. The Managing Contractor must not, without the prior written approval of the Principal, and except on such terms and conditions as are determined in writing by the Principal, assign the Contract or any payment or other right, benefit or interest under or in respect of the Contract.

21.2. **Construction Work**

21.2.1. Construction Work shall be performed:

(a) under Subcontracts which shall be made between the Managing Contractor and Subcontractors; or

(b) with the prior written agreement of, and on the conditions imposed by, the Principal's Representative, by the Managing Contractor.

21.2.2. Subcontracts for Construction Work shall be procured pursuant to the requirements of the Queensland Procurement Policy and the obligations of government agencies contained in the Queensland Procurement Policy shall apply equally to the Managing Contractor as though it is a government agency.

21.2.3. If the Annexure indicates the Best Practice Principles are applicable, the Managing Contractor shall implement the following measures when preparing proposed Subcontract Construction Documentation and entering into Subcontracts:

(a) ensure evaluation of Subcontract tender responses against clear evaluation criteria and weightings, including evaluation of the terms and conditions of employment, including specific pay rates, for the subcontractor's personnel who will perform work under the Contract, against the Best Practice Industry Conditions;

(b) record all evaluation findings and, if requested, submit these to the Principal's Representative at the completion of each Subcontract evaluation;

(c) include the following best practice principles in proposed Subcontract Construction Documentation when selecting Subcontractors to undertake work under the Contract:

(i) best practice WHS systems and standards;

(ii) best practice commitment to apprentices and trainees;

(iii) best practice industrial relations; and

(iv) history of compliance with procurement, tendering and other government policy;

(d) require Subcontract tenderers to:

(i) demonstrate as part of their tender, how their terms and conditions of employment, including specific pay rates, for the subcontractor's personnel who will perform work under the Contract, compare to the Best Practice Industry Conditions;

(ii) demonstrate as part of their tender, how they propose to address each of the four best practice principles described at Clause 21.2.3(c);

(iii) acknowledge that information relating to the subcontractor relevant to the evaluation criteria that may be held by any Government Department or Instrumentality, such as Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission and the Australian Building and Construction Commission, may be obtained by or made available to the Principal for its information and verification; and

(iv) execute a deed poll in favour of the Principal in the form set out in Schedule 16 and provide this as part of their tender;

(e) provide Subcontract tenderers with the Best Practice Industry Conditions and the following guidance examples of best practice in relation to the best practice principles described at Clause 21.2.3(c), which are examples only and are not comprehensive, compulsory or exhaustive:

(i) demonstrated compliance with government policies and undertakings given to the government for past projects;

(ii) demonstrated commitment to training, including the engagement of apprentices and trainees;

(iii) demonstrated history of compliance with industrial laws, including work health and safety laws; and

(iv) collective agreements that provide wages and conditions that attract a high quality and skilled workforce and tenderers may obtain further examples of such agreements at the following page on the Fair Work Australia website https://www.fwc.gov.au/awards-and-agreements/agreements;

(f) apply the weightings nominated in the Annexure for non-priced criteria relating to the Best Practice Principles and the local benefits test set out in the Queensland Procurement Policy and measure compliance with the workplace health and safety systems and standards, commitment to apprentices and trainees and industrial relations best practice principles against the substantive obligations, entitlements, conditions and amounts contained in the Best Practice Industry Conditions;

(g) include provisions in any resulting Subcontract requiring the Subcontractor to:

(i) provide terms and conditions of employment, including specific pay rates, for the subcontractor's personnel who will perform work under the Contract, in accordance with the accepted Subcontractor's tender;

(ii) fulfil the commitments made in its tender in respect of the best practice principles described at Clause 21.2.3(c);

(iii) submit Subcontractor statutory declarations in the form set out in Schedule 7 as contemplated by Clause 58.2(b).

21.2.4. The Managing Contractor shall supply to the Principal's Representative the proposed Subcontract Construction Documentation in a form satisfactory to the Principal's Representative and which complies with Clause 15, 21.2.2, 21.2.3 and 21.3, for that part of the Construction Work the subject of a proposed Subcontract ("proposed Subcontract Construction Documentation"). The Principal's Representative may comment on or issue directions to the Managing Contractor in respect of the proposed Subcontract Construction Documentation.

21.2.5. If, for any reason, the Managing Contractor modifies the proposed Subcontract Construction Documentation after it has been supplied to the Principal's Representative in accordance with Clause 21.2.4, the Managing Contractor shall supply the modified proposed Subcontract Construction Documentation to the Principal's Representative, together with details of and reasons for the modification.

21.2.6. The Principal's Representative shall not be bound to review or comment upon the proposed Subcontract Construction Documentation or to check for errors, omissions or compliance with the Contract. The Principal's Representative's receipt or review of, or comment on or direction in respect of the proposed Subcontract Construction Documentation or any other documents provided by the Managing Contractor shall not relieve the Managing Contractor from responsibility for the Managing Contractor's obligations in respect of Design Work, Documentation Work, Construction Work or other requirements of the Contract.

21.2.7. The Managing Contractor shall finalise the Subcontract Construction Documentation in accordance with Clauses 15, 21.2.2, 21.2.3 and 21.3, having regard to any comment and in compliance with any direction received from the Principal's Representative.

21.2.8. The Managing Contractor shall not commence tendering of a Subcontract until the expiration of five Working Days after the receipt of the final version of the respective Subcontract Construction Documentation by the Principal's Representative, unless otherwise agreed in writing with the Principal's Representative.

21.2.9. The Managing Contractor shall prepare and produce all required copies of the tender documentation for Subcontracts comprising:

(a) a duly completed Subcontract in accordance with Clause 21.3;

(b) unless otherwise agreed with the Principal's Representative, a professionally prepared bill of quantities in accordance with Clause 18.8 and the requirements of the current Australian Standard Method of Measurement of Building Works with separate buildings elementally coded in accordance with the AIQS Cost Management Manuals (Volumes 1 to 4);

(c) unless otherwise agreed with the Principal's Representative, the Subcontract Construction Documentation; and

(d) any other documentation necessary for the completion of the work.

21.2.10. The Managing Contractor shall, unless otherwise agreed in writing with the Principal's Representative:

(a) obtain tenders from at least three tenderers for each Subcontract on the basis of the tender documentation prepared pursuant to Clause 21.2.9, either by public or select Subcontract tenders, and where required by the Principal require Subcontract tenderers to be registered on the whole-of-Government Prequalification (PQC) System for building industry consultants and contractors at the advised PQC level;

(b) where the Managing Contractor invites select Subcontract tenders including any preferred subcontractors identified in the Managing Contractor's Tender or GCS Offer:

(i) select only Subcontract tenderers included on a register of prequalified subcontractors, which may be the whole-of-Government Prequalification (PQC) System for building industry consultants and contractors with such Subcontract tenderers to be registered at a PQC level of 3 or 4, where required by the Principal's Representative;

(ii) finalise the list with the Principal's Representative; and

(iii) invite tenders in sufficient time to avoid delays or disruption to the progress of the work under the Contract;

(c) if required by the Principal's Representative:

(i) ensure the sealed bids from the tenderers are lodged in a secure tender box located at the address of the Managing Contractor as advised to the Principal's Representative pursuant to Clause 10;

(ii) arrange for the Principal's Representative and the Managing Contractor's Representative or their nominee to be present at and conduct the opening of the tender box; and

(iii) forthwith provide a copy of each tender to the Principal's Representative; and

(d) examine and analyse all tenders received and:

(i) not accept any tender which does not conform with the Subcontract tender documents unless otherwise approved in writing by the Principal's Representative;

(ii) where the Annexure indicates the Best Practice Principles are applicable, not accept any tender which does not include a duly executed deed poll in the form set out in Schedule 16;

(iii) accept the tender which represents the best value for Government, unless otherwise approved in writing by the Principal's Representative;

(iv) prepare and retain a detailed written record of the evaluation process undertaken, the basis upon which the successful tenderer was selected and each step in the selection process;

(v) enter into an agreement with a tenderer on the basis of the tender documentation prepared pursuant to Clause 21.2.9, with only such amendments as the Principal's Representative may have approved in writing; and

(vi) ensure all Subcontracts are consistent with the Subcontract Construction Documentation and the Contract and contain all necessary provisions required by it.

21.2.11. Where the Managing Contractor has identified preferred subcontractors in the Managing Contractor's Tender or GCS Offer, the Managing Contractor may involve those preferred subcontractors in the work under the Contract prior to acceptance, if any, of the GCS Offer but a preferred subcontractor shall not be engaged as a Subcontractor until after the Date of Commencement of Stage Two, if any, unless otherwise agreed in writing with the Principal's Representative.

21.2.12. If the Managing Contractor wishes to involve preferred subcontractors in the work under the Contract during Stage One the Managing Contractor must comply with the requirements of Clause 21.2.10 in relation to the tendering of such Subcontract packages.

21.2.13. Where the Managing Contractor, with the written agreement of the Principal's Representative, invites a tender from a single Subcontract tenderer, the Managing Contractor must:

(a) comply with the requirements of Clauses 21.2.2 to 21.2.8;

(b) not enter into a Subcontract with that Subcontract tenderer until the provisions of Clauses 21.2.2 to 21.2.8 have been complied with, and there will be no adjustment to the Management Fee or the

Guaranteed Construction Sum as a result of any Subcontract price difference as a result of compliance with this Clause 21.2.13; and

(c) notwithstanding paragraphs (a) and (b) above, tender the Subcontract pursuant to Clauses 21.2.2 to 21.2.10where the scope of Works for the Subcontract differs significantly from the scope of Works when the Principal's agreement was obtained to invite a single Subcontract tenderer for the relevant Subcontract, and there will be no adjustment to the Management Fee or the Guaranteed Construction Sum as a result of such Subcontract tender.

21.2.14. The Managing Contractor warrants that all Subcontractors engaged by the Managing Contractor shall have the necessary suitability, reliability, expertise and financial standing to execute the work being subcontracted and the Managing Contractor shall not engage a subcontractor if the Managing Contractor knows of any reason why that subcontractor's tender should not be accepted.

21.2.15. The Managing Contractor shall by notice in the form in Schedule 6 advise the Principal's Representative, within five Working Days of acceptance of the tender, which Subcontract tender was accepted by the Managing Contractor, and will provide any other details which may be required by the Principal's Representative.

21.2.16. Where the Subcontract tender documents include a bill of quantities pursuant to Clause 21.2.9, the Managing Contractor shall ensure the successful Subcontract tenderer submits a fully priced and correctly extended bill of quantities which shall be agreed between the Subcontractor and the Managing Contractor within fourteen days of the date of acceptance of the tender. The rates contained within the successful tenderer's agreed priced bill of quantities shall be used for:

(a) the purpose of payments and for the valuation of variations under the Subcontract; and

(b) in the event that the Principal's Representative determines that those rates or prices contained in the bill of quantities are applicable, for the purpose of valuations pursuant to Clause 53.4.

21.2.17. The Managing Contractor shall provide the Principal's Representative with two (2) copies of the complete documentation evidencing the agreement and constituting the Subcontract between the Subcontractor and Managing Contractor including (without limitation) the Subcontract Construction Documentation relevant to that agreement within 28 days after the date of acceptance of the Subcontractor's tender.

21.2.18. The Managing Contractor warrants that in procuring Subcontracts the Managing Contractor will comply with:

(a) the requirements of this Clause 21 in every respect;

(b) the requirements of AS4120-1994 'Code of Tendering'; and

(c) the requirements of the Queensland Procurement Policy, and where the Annexure indicates that the Best Practice Principles are applicable, the Best Practice Principles.

21.2.19. In respect of the procurement of subcontracts, the Managing Contractor indemnifies and shall keep indemnified the Principal, the Principal's Representative and the employees, consultants and agents of the Principal against all consequences and claims, demands, actions, proceedings or suits by any person, including (without limitation) any person who may have an interest in a subcontract tender or subcontract, seeking the payment of money, or any costs, expenses, loss or damages on any ground whatsoever including (without limitation) in relation to the Queensland Procurement Policy.

21.2.20. The Managing Contractor's warranties and indemnity provided pursuant to this Clause 21.2 shall remain unaffected notwithstanding any approval, direction, or advice given by the Principal, the Principal's Representative or the employees, consultants or agents of the Principal.

21.2.21. The Principal may at any time prior to the issue of the Final Certificate, undertake an audit in respect of the Managing Contractor's compliance with Clause 21.2, in accordance with the provisions of Clause 64.4.

21.2.22. Where the Principal is of the opinion that the Managing Contractor has not complied with its obligations pursuant to this Clause 21 the Principal may direct the Managing Contractor to procure a Subcontract for the relevant portion of the Works in accordance with this Clause 21, and the Managing Contractor shall

promptly comply with the Principal's direction. Failure by the Managing Contractor to promptly comply with the Principal's direction shall be a substantial breach of contract.

21.2.23. The Managing Contractor must not, without the prior approval of the Principal's Representative, allow a Subcontractor to assign or subcontract any of the work under the Contract. When seeking approval pursuant to this Clause 1.1.1, the Managing Contractor shall provide to the Principal's Representative such information which the Principal's Representative may reasonably request. The Principal's Representative may in its entire discretion and without giving reasons reject any such request for approval by the Managing Contractor. If approval is sought to sub subcontract part of the work under the Contract pursuant to this Clause 21.2.23, the Managing Contractor must ensure the requirements of Clauses 21.2.2, 21.2.3, 21.3.1 and 21.3.2 are met.

21.3. **Requirements of Subcontracts**

21.3.1. Unless otherwise agreed with the Principal's Representative, all Subcontract conditions shall be AS2545-1993 by reference, amended only to reflect the provisions of the Contract, applying alternative 1 of Clause 4.1 of the Subcontract conditions.

21.3.2. The Managing Contractor must ensure that all Subcontractors and any sub subcontractors:

(a) have a personal services business determination in effect from the Australian Taxation Office under the *Income Tax Assessment Act 1997* (Cth); or

(b) in relation to the work to be performed under the Subcontract (or sub subcontract):

(i) will be paid to achieve a specified result or outcome;

(ii) are required to supply the plant and equipment or tools of trade needed to perform the work; and

(iii) will be liable for the cost of rectifying any defect in the work performed.

21.3.3. The Subcontract conditions must include a term that evidences the consent of the Subcontractor to a relevant Government regulator, including Work Health Safety Queensland, providing information to the Principal about the Subcontractor's compliance with the *Work Health and Safety Act 2011* (Qld).

21.4. **Responsibility for Subcontractors**

21.4.1. By engaging any Subcontractor for the Construction Work (whether or not in accordance with the approval by or direction of the Principal's Representative), the Managing Contractor shall not be relieved from any of the Managing Contractor's liabilities or obligations under the Contract and shall remain responsible for all Subcontractors and for all work which is or may be subcontracted, whether or not any Subcontractors default or otherwise fail to observe or comply with the requirements of a Subcontract.

21.4.2. If a Subcontractor:

(a) is in breach of the Subcontractor's obligations under a Subcontract; or

(b) commits an act of insolvency as defined by Clause 59.11 (as if the words "Managing Contractor" were replaced with "Subcontractor" in that clause);

then the Managing Contractor shall in writing promptly notify the Principal's Representative of this fact and take action in accordance with the Subcontract.

21.4.3. If a Subcontract is terminated and another Subcontractor engaged:

(a) any amount reasonably incurred by the Managing Contractor as payable to a Subcontractor in respect of the replacement Subcontract in addition to the original Subcontract tender price, adjusted in accordance with the Contract, may be included in the Actual Construction Sum;

(b) the Guaranteed Construction Sum shall not be adjusted; and

(c) the Principal shall not be liable to pay more than the Guaranteed Construction Sum in respect of the Actual Construction Sum.

21.5. **Variations to Subcontracts**

21.5.1. The Managing Contractor shall provide to the Principal's Representative a copy of any variation issued or claim (other than a payment claim) approved under a Subcontract, including details of any changes to the work under the Subcontract and any cost adjustments to the accepted subcontract sum of the Subcontract, together with any further information reasonably required by the Principal's Representative, within 7 days of the issuance of the variation or approval of the claim.

21.5.2. The Principal's Representative shall advise the Managing Contractor whether the cost adjustment (if any) is determined to be for:

(a) the cost of rectifying non-complying or defective work;

(b) a cost which has not been properly incurred in respect of Construction Work pursuant to this Contract; or

(c) Subcontractor delay or disruption costs which have been otherwise paid pursuant to the Contract or are in respect of a breach of the Subcontract on the part of the Managing Contractor;

in which case, the cost adjustment shall be excluded from the Actual Construction Sum.

## 22. LATENT CONDITIONS

22.1. **Definition**

Latent Conditions are physical conditions on the Site or the Site's surroundings, including artificial things, but excluding weather conditions or the results of such conditions whether on or off the Site, which differ materially from the physical conditions which should reasonably have been anticipated by a suitably qualified and experienced managing contractor at the time of the submission by the Managing Contractor of the GCS Offer if that suitably qualified and experienced managing contractor had:

(a) examined all information referred to in the Project Brief;

(b) examined all information relevant to the risks, contingencies and other circumstances having an effect on the work under the Contract and obtainable by the making of reasonable enquiries; and

(c) inspected the Site and the Site's surroundings.

22.2. **Notification**

If during the execution of the work under the Contract, the Managing Contractor becomes aware of a Latent Condition, the Managing Contractor shall forthwith and where possible before the Latent Condition is disturbed, provide to the Principal's Representative a statement in writing specifying:

(a) the Latent Condition encountered and in what respects it differs materially;

(b) the additional work and additional resources which the Managing Contractor estimates to be necessary to deal with the Latent Condition;

(c) the time the Managing Contractor anticipates will be required to deal with the Latent Condition and the expected delay in achieving Practical Completion;

(d) the Managing Contractor's estimate of the cost of the measures necessary to deal with the Latent Condition; and

(e) other details reasonably required by the Principal's Representative.

22.3. **Cost of Dealing with Latent Condition**

If a Latent Condition causes the Managing Contractor to:

(a) carry out more work;

(b) use more constructional plant; or

(c) incur extra cost,

which the Managing Contractor could not reasonably have anticipated at the time of submission of the GCS Offer by the Managing Contractor a valuation shall be made by the Principal's Representative in accordance with Clause 53.4 (as if the valuation were for a Variation), and the Guaranteed Construction Sum and the Management Fee, On Site Overheads Fee and/or Consultants Fee shall be adjusted by the amount of that valuation in accordance with the Contract.

22.4. **Extension of Time**

Delay caused by a Latent Condition may justify an extension of time under Clause 49.3 and costs assessed pursuant to the provisions of Clause 50.

## 23. PATENTS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

23.1. **Warranty and Indemnity**

The Managing Contractor warrants to the Principal that the Contract Materials and methods of working will not infringe any patent, copyright, moral right, registered design, trademark or name, or other protected right and the Managing Contractor indemnifies the Principal in respect of any such infringement.

23.2. **Intellectual Property Rights granted to Principal**

23.2.1. The ownership of and copyright in all Contract Materials shall vest absolutely in the Principal upon their creation.

23.2.2. To the extent that copyright in or relating to the Contract Materials is not capable of being vested in the Principal because the Managing Contractor does not own the copyright, the Managing Contractor shall ensure that the Principal is irrevocably licensed to use the relevant Contract Materials.

23.3. **Moral Rights**

23.3.1. To the extent the Managing Contractor has Moral Rights in the Contract Materials, the Managing Contractor consents to:

(a) the Principal;

(b) any third party to whom the Principal expressly or impliedly licenses, or grants any other right to use or possess, any Contract Materials ('licensee'); or

(c) any third party to whom the Principal assigns copyright in any part of the Contract Materials ('assignee');

doing any of the following for purposes connected with this Contract or the Works:

(d) acknowledging in any manner or failing to acknowledge the Managing Contractor's or any other person's authorship of any Contract Materials;

(e) modifying, varying or amending any Contract Materials; or

(f) altering any Contract Materials by adding to, or removing elements from, any Contract Materials, including by combining elements of any Contract Materials with any other material.

23.3.2. The Managing Contractor must use its best endeavours to obtain a signed, written consent from all individuals who create or may create any Contract Materials to enable the Principal or any licensee or assignee to use the Contract Materials as provided for in Clause 23.3.1.

23.3.3. Upon request by the Principal's Representative, the Managing Contractor will produce to the Principal's Representative the written consents obtained pursuant to Clause 23.3.2.

## 24. STATUTORY REQUIREMENTS

### 24.1. Variance with the Contract

24.1.1. The Managing Contractor shall satisfy all Statutory Requirements except those which the Principal's Representative directs are to be satisfied by or on behalf of the Principal.

24.1.2. If a Statutory Requirement is at variance with a provision of the Contract, as soon as the Managing Contractor discovers the variance, the Managing Contractor shall notify the Principal's Representative in writing specifying the difference.

### 24.2. Changes in Statutory Requirements

If a change to a Statutory Requirement:

(a) necessitates:

(i) a change to the Works;

(ii) a change to so much of the Temporary Works, constructional plant or method of working as may be specified in the GCS Offer Project Brief or where the Principal has not accepted a GCS Offer Project Brief then the Project Brief;

(iii) a change, being the provision or expansion of services of a municipal, public or statutory authority in connection with the Works or Temporary Works;

(iv) an increase or decrease in a fee or charge or payment of a new fee or charge; or

(v) an increase or decrease in GST;

(b) has effect after the 14th day prior to the date of submission of the GCS Offer; and

(c) could not reasonably have been anticipated;

then to the extent that such change causes the Managing Contractor to incur more or less cost than otherwise would have been incurred, the difference shall be valued under Clause 53.4 (as if the valuation were for a Variation) and the Management Fee, Consultants Fee, On Site Overheads Fee and Guaranteed Construction Sum shall be adjusted in accordance with the Contract.

### 24.3. Managing Contractor's Declaration and Indemnity

The Managing Contractor agrees that except insofar as it is expressly provided otherwise by the Contract:

(a) the Managing Contractor does not act as agent of the Principal in complying with any Statutory Requirement; and

(b) the Managing Contractor indemnifies the Principal against any damages, costs and consequences of failing to comply with any Statutory Requirement.

### 24.4. Documents Evidencing Approvals of Authorities

The Managing Contractor shall give the Principal copies of documents issued to the Managing Contractor by municipal, public or other statutory authorities in respect of the work under the Contract and, in particular, any approvals of work.

### 24.5. Work Health and Safety Act 2011

24.5.1. For the purposes of this clause:

"Act" means the *Work Health and Safety Act 2011* (Qld), as amended from time to time;

"Regulation" means the *Work Health and Safety Regulation 2011* (Qld), as amended from time to time;

"workplace", "inspector", "notifiable incident", "principal contractor", "structure" and "regulator" have the same meanings as in the Act.

24.5.2. From the Date of Acceptance of Tender:

(a) the Principal engages the Managing Contractor to be the principal contractor under the Regulation in relation to the work under the Contract and authorises the Managing Contractor to:

(i) have management and control of the workplace at which the work under the Contract is being undertaken including the Site; and

(ii) discharge the duties of the principal contractor under the Regulation; and

(b) the Managing Contractor accepts the engagement as principal contactor from the Principal and agrees to fulfil all requirements and give effect to that engagement prior to the commencing any of the work under the Contract; and

(c) the Managing Contractor will comply with and discharge all obligations imposed on the Managing Contractor, as principal contractor, as a person who conducts a business or undertaking and otherwise, by the Act, the Regulation and any other regulation in connection with health and safety; and

(d) the Managing Contractor will consult with the Principal and will consult with the designers of the whole or any part of a structure to be constructed under the Contract, about how to ensure that risks to health and safety arising from the design are eliminated during construction of the work under the Contract or, if it is not reasonably practicable to eliminate the risks, minimise, so far as is reasonably practicable; and

(e) the Managing Contractor will, in performing its obligations under the Contract, take into account and take appropriate action having regard to any information given to the Managing Contractor by the Principal or any other person, about hazards and risks at or in the vicinity of the workplace where the work under the Contract is being carried out.

24.5.3. The Managing Contractor will indemnify the Principal against any claim, action, demand, loss, damage, cost or expense which may be brought against, or suffered or incurred by, the Principal as a result of or in connection with:

(a) any breach of this Clause 24.5 by the Managing Contractor;

(b) any breach by the Managing Contractor of its obligations under the Act, the Regulation or any other regulation in connection with health and safety;

(c) any enforcement of obligations imposed on the Managing Contractor under the Act, the Regulation or any other regulations.

24.5.4. If a notifiable incident occurs at the workplace at which the work under the Contract is being undertaken, the Managing Contractor must:

(a) immediately notify the regulator and the Principal's Representative of the notifiable incident; and

(b) take all reasonably practicable steps to secure the Site where the notifiable incident occurred until an inspector arrives at the Site or any earlier time that an inspector directs.

24.5.5. Without limiting any other obligation of the Managing Contractor under this Contract, the Act, the Regulation or any other regulation, if material which might contain asbestos or other hazardous substance is discovered, the Managing Contractor must:

(a) immediately notify the Principal's Representative; and

(b) comply with all applicable obligations and restrictions imposed by the Act, the Regulation and any other relevant regulation.

24.5.6. The Principal shall pay the 'notification of building and construction work' fee, pursuant to the *Work Health and Safety Regulation 2011* (Qld).

24.5.7. The Managing Contractor consents to a relevant Government regulator, including Work Health Safety Queensland, providing information to the Principal about the Managing Contractor's compliance with the Act.

24.6. **Building Act Compliance**

24.6.1. A Building Certifier is required to be engaged by the party stated in the Annexure to provide advice on compliance of the Works with the provisions of the *Building Act 1975* (Qld) and, in the performance of the Building Certifier's duties, must be required to act as an independent party and not as an agent of the Principal.

24.6.2. The Managing Contractor shall ensure the Building Certifier shall have sufficient access to the Works to ensure compliance with the provisions of the *Building Act 1975* (Qld) and any regulations, by laws, orders and proclamations made thereunder but shall have no authority on behalf of the Principal to order a Variation.

24.6.3. Subject to the terms of Clauses 24.2 and 53.1 and notwithstanding any provisions of Clause 20.2, the party stated in the Annexure shall:

(a) comply with; and

(b) bear the costs of, and pay any fees due with respect to complying with;

all requirements of the Building Certifier, the Queensland Fire and Emergency Services or other relevant authority, including but not limited to those requirements as set out in Schedule 11.

24.6.4. During construction of the Works, the Managing Contractor shall arrange for the plumbing and drainage installations to be inspected by all relevant authorities. All fees associated therewith shall be included in the relevant Subcontract packages.

24.6.5. Approvals and certificates issued to the Managing Contractor by the Building Certifier and any authorities in respect of the work under the Contract shall be surrendered to the Principal prior to issue of the Final Certificate. Prior to Practical Completion the Managing Contractor shall deliver to the Principal all permits, registrations, approvals, certifications, consents or licences obtained by the Managing Contractor in respect of the Works. This shall include, but is not limited to, all certificates, approvals or permits required from the Building Certifier and any authority for the lawful occupation or use of the Work.

24.7. **Building and Construction Industry (Portable Long Service Leave) Act Compliance**

24.7.1. The Principal shall pay the building and construction industry training levy and portable long service leave levy, pursuant to the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld).

## 25. NOISE, DISTURBANCE AND NUISANCE CONTROL

25.1 The Managing Contractor shall take all steps to:

(a) minimise noise, dust and other nuisances; and

(b) prevent the escape of any material from the Site onto property and roads near the Site.

25.2 The Managing Contractor warrants that it has assessed the potential for delays, disruption, suspension and extra costs in the performance of the work under the Contract because of potential noise, dust and all other nuisances and made due allowance in its tender, including taking into account any operational requirements of the Site included in the Tender Documents.

25.3 If there are delays, disruption, suspension or extra costs (including a requirement to alter Working Hours and methods) caused by the Managing Contractor's compliance with this Clause 25 then:

(a) the Managing Contractor may not claim and warrants to the Principal that it shall not claim any extra amount or extension of time from the Principal; and

(c) this Contract shall not be frustrated.

25.4 The Managing Contractor shall indemnify the Principal against all costs, damages and expenses the Principal may sustain as a result of neglect or default of the Managing Contractor in complying with this Clause 25.

## 26. PROTECTION OF PEOPLE AND PROPERTY

### 26.1. Protection Measures

26.1.1. The Managing Contractor shall:

(a) provide all things and take all measures necessary to protect people and property; and

(b) avoid unnecessary interference with the passage of people and vehicles.

26.1.2. Without limiting the generality of the Managing Contractor's obligations, they include:

(a) the provision of:

(i) barricades;

(ii) guards;

(iii) fencing;

(iv) temporary roads;

(v) footpaths;

(vi) warning signs;

(vii) lighting;

(viii) watching;

(ix) traffic flagging; and

(x) safety helmets and clothing; and

(b) removal of obstructions and protection of services.

26.1.3. If the Managing Contractor or the employees or agents of the Managing Contractor damage property, including but not limited to public utilities and services and property on or adjacent to the Site, the Managing Contractor shall promptly make good the damage and pay any compensation which the law requires the Managing Contractor to pay.

26.1.4. If the Managing Contractor fails to comply with an obligation under Clause 26 the Principal may, in addition to any other remedy, perform the obligation on the Managing Contractor's behalf and the cost incurred by the Principal shall be a debt due from the Managing Contractor to the Principal.

### 26.2. Occupational Health and Safety Audit

26.2.1. This Clause 26.2 will apply unless otherwise noted in the Annexure.

26.2.2. In this Clause 26.2, the term "Accredited Auditor (Construction)" means a person accredited by Workplace Health and Safety Queensland as an occupational health and safety auditor to undertake auditing pursuant to the *Work Health and Safety Act 2011* (Qld).

26.2.3. Within 14 days of the Date of Acceptance of Tender, the Managing Contractor must engage an Accredited Auditor (Construction) to perform the functions specified in the Contract.

26.2.4. The cost of performance by the Accredited Auditor (Construction) of the required functions will be reimbursed by the Principal in accordance with the provisions specified in the Contract. The reimbursable amount will be a debt due from the Principal to the Managing Contractor.

26.2.5. The Managing Contractor must ensure that the Accredited Auditor (Construction) engaged under Clause 26.2.3 has not:

(a) in the two years prior to the Date of Acceptance of Tender, had a business or employment relationship with the Managing Contractor including without limitation where the Accredited Auditor (Construction) has, either personally or as an employee or an agent of another person or entity, been involved in the development and/or maintenance of the Managing Contractor's occupational health and safety management system in any capacity other than by reason of having been engaged as an Accredited Auditor (Construction); or

(b) been engaged by the Managing Contractor as an Accredited Auditor (Construction) more than three times within a 12 month period to perform the functions specified in the Contract.

26.2.6. The Managing Contractor must provide copies of all reports and any corrective action notices received from the Accredited Auditor (Construction) to the Principal's Representative within three days of receipt. In relation to corrective action notices, in addition to any other avenues available under the Contract:

(a) the Principal's Representative may direct the Managing Contractor, by written notice, to carry out any required corrective action within the time specified in the Principal's Representative's notice; or

(b) the Principal may take action under Clause 27.

26.2.7. A direction given under Clause 26.2.6(a) constitutes a direction under Clause 42.2. If such a direction is given, the Managing Contractor must inform the Principal's Representative in writing immediately upon completion of the corrective actions.

## 27. URGENT PROTECTION

27.1.1. If urgent action is necessary to protect the work under the Contract, other property or people and the Managing Contractor fails to take the action, the Principal may take the necessary action. If the action was action which the Managing Contractor should have taken at the Managing Contractor's cost, the cost incurred by the Principal shall be a debt due from the Managing Contractor.

27.1.2. If time permits, the Principal's Representative shall give the Managing Contractor prior written notice of the Principal's intention to take action under this Clause 27.

## 28. CARE OF THE WORK UNDER THE CONTRACT AND REINSTATEMENT OF DAMAGE

### 28.1. Care of the Work Under the Contract

28.1.1. From and including the date of commencement of work under the Contract to 4.00 pm on the Date of Practical Completion of the Works, the Managing Contractor shall be responsible for the care of the work under the Contract.

28.1.2. Without limiting the generality of the Managing Contractor's obligations, the Managing Contractor:

(a) shall be responsible for the care of:

(i) unfixed items for which payment has been received;

(ii) things entrusted to the Managing Contractor by the Principal for the purpose of carrying out the work under the Contract;

(iii) things brought on the Site by Subcontractors for the purpose of carrying out work under the Contract;

(iv) the Works; and

(v) the Temporary Works and constructional plant; and

(b) shall provide the storage and protection necessary to preserve these items and things, and the Works, the Temporary Works and constructional plant.

28.1.3. After 4.00 pm on the Date of Practical Completion the Managing Contractor shall remain responsible for the care of outstanding work and items to be removed from the Site by the Managing Contractor and shall be liable for damage occasioned by the Managing Contractor in the course of completing outstanding work or complying with obligations under Clause 43.1 and Clause 51.

28.2. **Reinstatement**

If loss or damage occurs to anything while the Managing Contractor is responsible for its care, the Managing Contractor shall promptly ensure the loss or damage is made good unless the loss or damage is a direct consequence, without fault or omission on the part of the Managing Contractor, of an Excepted Risk defined in Clause 28.3.

28.3. **Excepted Risks**

The Excepted Risks are:

(a) any negligent act or omission of the Principal, the Principal's Representative or the employees, other contractors, consultants or agents of the Principal;

(b) any risk specifically excepted in the Contract;

(c) war, invasion, act of foreign enemies, hostilities, (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Government or public authority;

(d) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Managing Contractor or the Managing Contractor's employees or agents;

(e) use or occupation by the Principal or the employees or agents of the Principal or other contractors or consultants to the Principal (not being employed by the Managing Contractor) of any part of the Works or the Temporary Works; and

(f) any part of the design of the work under the Contract that is the Principal's responsibility.

## 29. DAMAGE TO PERSONS AND PROPERTY OTHER THAN THE WORK UNDER THE CONTRACT

29.1. **Indemnity by the Managing Contractor**

29.1.1. The following Clause 29.1.3 shall not apply to:

(a) the extent that the liability of the Managing Contractor is limited by another provision of the Contract;

(b) any other right of the Principal to be indemnified by the Managing Contractor;

(c) things for the care of which the Managing Contractor is responsible under Clause 28.1;

(d) claims in respect of the right of the Principal to construct the work under the Contract on the Site; or

(e) damage which is the unavoidable result of the construction of the Works.

29.1.2. Insofar as this Clause 29.1 applies to property, it applies to property other than the work under the Contract.

29.1.3. The Managing Contractor shall indemnify the Principal against:

(a) loss of or damage to property of the Principal, including existing property in or upon which the work under the Contract is being carried out; and

(b) claims by any person against the Principal in respect of personal injury or death or loss of or damage to any property;

arising out of or as a consequence of the carrying out by the Managing Contractor of the work under the Contract, but the Managing Contractor's liability to indemnify the Principal shall be reduced proportionally to

the extent that the act or omission of the Principal or employees, consultants, other contractors or agents of the Principal (not being employed by the Managing Contractor) may have contributed to the loss, damage, death or injury.

29.2. **Indemnity by the Principal**

The Principal shall indemnify the Managing Contractor in respect to claims referred to in Clause 29.1.1(d).

## 30. INSURANCE OF THE WORK UNDER THE CONTRACT

30.1 Before the Managing Contractor commences work on the Site (including Early Works) the Managing Contractor shall take out an insurance policy covering all the things referred to in Clause 28.1 against loss or damage until the Managing Contractor ceases to be responsible for their care.

30.2 Without limiting the generality of the obligation to insure, the policy shall cover the Managing Contractor's liabilities under Clause 28.2 and things in storage off Site and in transit to the Site.

30.3 The insurance cover may exclude:

(b) the cost of making good fair wear and tear or gradual deterioration but shall not exclude the loss or damage resulting therefrom;

(b) the cost of making good faulty design, workmanship and materials but shall not exclude the loss or damage resulting therefrom;

(c) consequential loss of any kind, but shall not exclude loss of or damage to the Works;

(d) damages for delay in completing or for the failure to complete the Works; and

(e) loss or damage resulting from the Excepted Risks in Clauses 28.3(b), 28.3(c) and 28.3(d).

30.4 The insurance cover shall be for an amount no less than the sum of:

(a) the base amount stated in the Annexure;

(b) the amount stated in the Annexure to provide for costs of demolition and removal of debris;

(c) the amount stated in the Annexure to cover fees of Consultants;

(d) the value stated in the Annexure of any materials or things to be supplied by the Principal for the purposes of the work under the Contract; and

(e) the additional amount or percentage of the total of the items referred to in Clauses 30.4(a), 30.4(b), 30.4(c), and 30.4(d) stated in the Annexure.

30.5 The insurance policy shall be in the joint names of the Principal and the Managing Contractor and shall cover the Principal, the Managing Contractor, the Consultants and all Subcontractors employed from time to time in relation to the work under the Contract for their respective rights, interests and liabilities and, if specified elsewhere in the Contract or directed by the Principal's Representative, shall be effected with an insurer and in terms both approved in writing by the Principal (such approval not to be unreasonably withheld). The policy shall be maintained until the Managing Contractor ceases to be responsible under Clause 28.1 for the care of anything.

## 31. PUBLIC LIABILITY INSURANCE

31.1 Before the Managing Contractor commences work on the Site (including Early Works), the Managing Contractor shall take out a Public Liability Policy of Insurance which notes the Principal as an interested party and which covers the Principal, the Managing Contractor, the Principal's Representative, the Site Representative, the Clerk of Works, the Managing Contractor's Representative and all Subcontractors and all Consultants employed from time to time in relation to the work under the Contract for their respective rights and interests and covers their liabilities to third parties, arising from or in relation to an occurrence in connection with the Managing Contractor's performance of the work under the Contract. The policy shall

also cover the Managing Contractor's liability to the Principal and the Principal's liability to the Managing Contractor for loss of or damage to property (other than property required to be insured by Clause 30) and the death of or injury to any person (other than liability which is required by law to be insured under a Workers Compensation Policy of insurance).

31.2 The Public Liability Policy of insurance shall be for an amount in respect of any one occurrence not less than the sum stated in the Annexure and, if specified elsewhere in the Contract or directed by the Principal's Representative, shall be effected with an insurer and in terms both approved in writing by the Principal (such approval not to be unreasonably withheld). The policy shall be maintained until the Final Certificate is issued under Clause 57.12.

## 32. INSURANCE OF EMPLOYEES

32.1 Before commencing work under the Contract the Managing Contractor shall insure against liability for death of or injury to persons employed by the Managing Contractor including liability by statute and at common law.

32.2 The insurance cover shall be maintained until all work including Defects Liability Work is completed.

32.3 The Managing Contractor shall ensure that every Subcontractor and Consultant is similarly insured.

## 33. PROFESSIONAL INDEMNITY INSURANCE

33.1. **Managing Contractor to effect Insurance**

Within fourteen (14) days of the Date of Acceptance of Tender the Managing Contractor shall effect a Professional Indemnity Policy of insurance and, if specified elsewhere in the Contract or directed by the Principal's Representative, with an insurer approved by the Principal (such approval not to be unreasonably withheld):

(a) for a total cover not less than the amount stated in the Annexure with any associated excess to be a reasonable amount; and

(b) covering the Managing Contractor's liability to any person arising from an act or omission of the Managing Contractor in connection with the professional activities and duties of the Managing Contractor.

33.2. **Period of Insurance**

Professional Indemnity Insurance under this Clause 33 shall be maintained by the Managing Contractor until the expiration of 6 years after the issue of the Final Certificate for the Works.

## 34. INSPECTION AND PROVISION OF INSURANCE POLICIES

34.1. **Proof of Insurance**

34.1.1. Before the Managing Contractor commences work and whenever requested in writing by the Principal, the Managing Contractor shall produce certificates of currency of insurance, and if required by the Principal details of an insurance policy, to the Principal evidencing the insurance effected and maintained, and showing the applicable insurance excess.

34.1.2. The effecting of insurance shall not limit the liabilities or obligations of a party under other provisions of the Contract.

34.2. **Failure to Produce Proof of Insurance**

34.2.1. If, after being requested in writing by the Principal so to do, the Managing Contractor fails to produce evidence of compliance with insurance obligations under Clauses 30, 31, 32 or 33 to the satisfaction and approval of the Principal, the Principal may effect and maintain the insurance and pay the premiums. The amount paid shall be a debt due from the Managing Contractor to the Principal.

34.2.2. The Principal may refuse all payment until evidence of compliance with insurance obligations under Clauses 30, 31, 32 or 33 is produced by the Managing Contractor to the satisfaction and approval of the Principal.

34.2.3. The rights given by Clause 34.2 are in addition to any other right.

34.3. **Notices from or to the Insurer**

34.3.1. The Managing Contractor shall ensure that each policy of insurance contains provisions acceptable to the Principal that provide that a notice of claim given to the insurer by the Principal or the Principal's Representative shall be accepted by the insurer as a notice of claim given by the Managing Contractor.

34.3.2. The Managing Contractor must immediately inform the Principal in writing of any:

(a) notice of cancellation or other notice concerning the policy provided by the insurer; and

(b) failure to renew a policy or to pay a premium, and where possible prior to the insurer giving any notice of cancellation.

34.4. **Notices of Potential Claims**

34.4.1. The Managing Contractor shall, as soon as practicable, inform the Principal in writing of any occurrence that may give rise to a claim under a policy of insurance required by Clause 30, 31, 32 or 33 and shall keep the Principal informed of subsequent developments concerning the claim.

34.4.2. The Managing Contractor shall ensure that Subcontractors in respect of their operations similarly inform the Principal.

34.4.3. Where a policy of insurance required by the Contract has been effected by the Principal the Principal shall similarly inform the Managing Contractor.

34.5. **Settlement of Claims**

Upon settlement of a claim under the insurance specified by Clause 30:

(a) to the extent that the work under the Contract needing reinstatement has been the subject of a payment or allowance by the Principal to the Managing Contractor, if the Managing Contractor has not completed reinstatement of that work, moneys received shall, if requested by either party, be paid into a bank agreed upon by the parties in an account in the joint names of the Managing Contractor and the Principal. As the Managing Contractor proceeds to reinstate the loss or damage, the Principal's Representative shall certify against the joint account for the cost of reinstatement; and

(b) to the extent that the work to be reinstated has not been the subject of a payment or allowance by the Principal to the Managing Contractor, the Managing Contractor shall be entitled immediately to receive from moneys received, the amount of money so paid in relation to any loss suffered by the Managing Contractor relating to that work under the Contract (including the supply of goods and materials on Site whether or not incorporated into the Works).

34.6. **Cross Liability**

Any insurance required to be effected by the Managing Contractor in joint names in accordance with the Contract shall include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

## 35. PRINCIPAL'S REPRESENTATIVE

35.1. **General**

35.1.1. The Principal shall ensure that at all times there is a Principal's Representative and that in the exercise of the functions of the Principal's Representative under the Contract, the Principal's Representative acts in good faith.

35.1.2. If, pursuant to a provision of the Contract enabling the Principal's Representative to give directions, the Principal's Representative gives a direction, then the Managing Contractor shall comply with the direction.

35.1.3. In Clause 35 "direction" includes agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

35.1.4. Except where the Contract otherwise provides, a direction may be given orally but the Principal's Representative shall as soon as practicable thereafter confirm it in writing.

35.1.5. For the purposes of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld), the Principal's Representative is authorised (but not exclusively) to receive payment claims and to issue payment schedules on behalf of the Principal.

35.2. **Site Accommodation**

The Managing Contractor shall provide adequate furnished Site accommodation for the Principal's Representative.

## 36. SITE REPRESENTATIVE AND CLERK OF WORKS

36.1. **General**

36.1.1. The Principal's Representative may from time to time appoint:

(a) a Site Representative to exercise any functions of the Principal's Representative under the Contract but not more than one Site Representative shall be delegated the same function at the same time. The appointment of a Site Representative shall not prevent the Principal's Representative from exercising any function; and

(b) a Clerk of Works, who shall not be empowered to issue instructions but shall at all times deal with and through the Principal's Representative or Site Representative. The Clerk of Works shall be permitted access to:

(i) all work under the Contract;

(ii) wherever work under the Contract is being performed; and

(iii) all places where goods and/or materials are being stored, fabricated or manufactured for incorporation in the Works;

whether or not on the Site.

36.1.2. The Principal's Representative shall forthwith notify the Managing Contractor in writing of:

(a) the appointment and the name of any Site Representative and Clerk of Works and the functions delegated to the Site Representative; and

(b) the termination of the appointment of a Site Representative.

36.1.3. If the Managing Contractor makes a reasonable objection to the appointment of a Site Representative, the Principal's Representative shall terminate the appointment.

36.1.4. The Managing Contractor shall provide adequate furnished Site accommodation for the Site Representatives and Clerks of Works.

## 37. MANAGING CONTRACTOR'S REPRESENTATIVE, MANAGEMENT STRUCTURE AND PERSONNEL

37.1. **Personnel**

37.1.1. The Managing Contractor shall have competent and sufficient representatives present on the Site and, if required by the Principal's Representative, at other places at which activities relating to the execution of the work under the Contract are taking place.

37.1.2. The Managing Contractor shall ensure that any key personnel nominated in the Managing Contractor's Tender, including those personnel described in the costed methodology statements for On Site Overheads and Management Fee in the Managing Contractor's Tender, remain working on the project to the extent indicated, unless the Principal otherwise consents in writing.

37.1.3. Where, for any reason other than to execute a Variation directed under Clause 53.1, the Managing Contractor requires On Site Overheads personnel in addition to those described in the costed methodology statement for On Site Overheads in the Managing Contractor's Tender, the Managing Contractor shall, within 2 days of the personnel commencing work on the Site, notify the Principal's Representative of the names, roles and responsibilities of those personnel, and any further information that the Principal's Representative may reasonably require.

37.1.4. The Managing Contractor shall not be entitled to an adjustment to the On Site Overheads Fee or Management Fee for costs of any nature whatsoever associated with personnel required to be notified to the Principal's Representative pursuant to Clause 37.1.3.

37.2. **Managing Contractor's Representative**

37.2.1. The Managing Contractor shall ensure that at all times there is a Managing Contractor's Representative who possesses the appropriate skill, expertise and qualifications and that in the exercise of the functions of the Managing Contractor's Representative under the Contract, the Managing Contractor's Representative acts in good faith.

37.2.2. The Managing Contractor shall forthwith notify the Principal's Representative in writing of the name of the Managing Contractor's Representative and of any subsequent changes.

37.2.3. Matters within the knowledge of, and matters which should have been within the knowledge of, the Managing Contractor's Representative shall be deemed to be within the knowledge of the Managing Contractor.

37.3. **Management Structure**

The Managing Contractor shall ensure that it has at all times appointed to the positions set out in the Managing Contractor's Tender, individuals who possess the appropriate skill, expertise and qualifications and are the individuals identified in the Managing Contractor's Tender or alternative individuals acceptable to the Principal.

## 38. CONTROL OF MANAGING CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS

38.1 The Principal's Representative may direct the Managing Contractor to have removed from the Site or from any activity connected with the work under the Contract, within such time as the Principal's Representative directs, any person employed in connection with the work under the Contract who, in the opinion of the Principal's Representative, does not meet the requirements of Clause 37.3 or is guilty of misconduct or is incompetent or negligent in relation to any aspect of the work under the Contract.

38.2 The person shall not thereafter be employed on the Site or on activities connected with the work under the Contract without the prior written approval of the Principal's Representative.

## 39. SITE

### 39.1. Access to and Possession of Site

39.1.1. By the time stated in the Annexure, the Principal shall give the Managing Contractor access to the Site sufficient to enable the Managing Contractor to commence and carry out work under the Contract in accordance with the Contract.

39.1.2. The Principal shall, on or before the expiration of the time stated in the Annexure, give the Managing Contractor possession of the Site or sufficient part of the Site to enable the Managing Contractor to commence further work under the Contract.

39.1.3. If the Principal has not given the Managing Contractor possession of the whole Site, the Principal shall from time to time give the Managing Contractor possession of such further parts of the Site as may be necessary to enable the Managing Contractor to execute the work under the Contract in accordance with the requirements of the Contract.

39.1.4. The Principal shall advise the Managing Contractor in writing of the date upon which the Site or any part thereof will be available.

39.1.5. A delay by the Principal in giving the Managing Contractor access or possession as required by this Clause 39.1 shall not be a breach of contract but may be a ground for an extension of time.

39.1.6. Notwithstanding the provisions of this Clause 39.1, if the Managing Contractor is in breach of Clause 34.1, the Principal may refuse to give the Managing Contractor possession of the Site or any part of the Site until the Managing Contractor has complied with the requirements of Clause 34.1.

39.1.7. Access to or possession of the Site shall confer on the Managing Contractor a right to only such use and control as is necessary to enable the Managing Contractor to execute the work under the Contract.

### 39.1A Native Title Act

The Principal's obligation to provide access to the Site under Clause 39.1 includes an obligation to undertake any 'Future Act' process under the *Native Title Act 1993* (Cth) which is necessary to enable the Managing Contractor to carry out the work under the Contract on parts of the Site to which access has been given.

### 39.2. Access for the Principal and Others

39.2.1. The Principal and the Principal's employees and agents may at any time after reasonable notice to the Managing Contractor have access to any part of the Site for any purpose.

39.2.2. The Managing Contractor shall permit the execution of work on the Site by persons engaged by the Principal and shall co-operate with them and coordinate the Managing Contractor's work with their work.

39.2.3. If requested by the Managing Contractor, the Principal shall provide to the Managing Contractor the names of the persons so engaged.

39.2.4. The Managing Contractor shall at all reasonable times give the Principal, the Principal's Representative and other persons authorised in writing by the Principal or by the Principal's Representative access to the work under the Contract at any place where the work is being carried out or materials are being prepared or stored.

39.2.5. The Principal shall ensure that the Managing Contractor is not impeded in the execution of the Managing Contractor's work by any persons referred to in Clause 39.2, whilst exercising the right of access given by Clause 39.2.

### 39.3. Delivery of Materials to and Work on Site Before Possession

Until possession of the Site or part of the Site is given to the Managing Contractor under Clause 39.1, the Managing Contractor shall not deliver materials to or perform work on the Site or part of the Site, as the case may be, unless approval in writing is given by the Principal's Representative.

39.4. **Use of Site by the Managing Contractor**

Unless the Contract otherwise provides or the Principal's Representative gives prior written approval, the Managing Contractor shall not use the Site or allow it to be used for:

(a) camping;

(b) residential purposes; or

(c) any purpose not connected with the work under the Contract.

39.5. **Finding of Minerals, Fossils and Relics**

39.5.1. Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Site shall as between the parties be and remain the property of the Principal. Immediately upon the discovery of these things the Managing Contractor shall take precautions to prevent their loss or removal or damage and shall notify the Principal's Representative of the discovery.

39.5.2. If compliance with obligations under Clause 39.5 causes the Managing Contractor to incur more or less cost than the Managing Contractor could reasonably have anticipated at the time of tendering, the difference shall be valued under Clause 53.4.

39.6. **Extra Land Required by the Managing Contractor**

The Managing Contractor shall procure, at the Managing Contractor's own cost, the right to the occupation or use of any land in addition to the Site which the Managing Contractor may deem necessary for the execution of the work under the Contract or for the purposes of the Contract, and shall, as a condition precedent to the issue of the Final Certificate if so required by the Principal's Representative, provide a properly executed release from all claims or demands (whether for damages or otherwise howsoever) from the owner or occupier of and from other persons having an interest in such land. Any such release shall be in a form approved by the Principal.

## 40. SETTING OUT THE WORKS

40.1. **Setting Out**

40.1.1. The Principal's Representative shall supply to the Managing Contractor the information and Survey Marks necessary to enable the Managing Contractor to set out the Works.

40.1.2. Upon receipt of any necessary information and Survey Marks, the Managing Contractor shall set out the Works in accordance with the Contract and shall provide all instruments and things necessary for that purpose.

40.2. **Care of Survey Marks**

40.2.1. The Managing Contractor shall keep in their true positions all Survey Marks supplied by the Principal.

40.2.2. If a Survey Mark is disturbed or obliterated, the Managing Contractor shall immediately notify the Principal's Representative and, unless the Principal's Representative otherwise directs, the Managing Contractor shall reinstate the Survey Mark.

40.2.3. If the disturbance or obliteration is caused by a person referred to in Clause 39.2, other than the Managing Contractor, the cost incurred by the Managing Contractor in reinstating the Survey Mark shall be valued under Clause 53.4.

40.3. **Errors in Setting Out**

40.3.1. If the Managing Contractor discovers an error in the position, level, dimensions or alignment of any work under the Contract, the Managing Contractor shall immediately notify the Principal's Representative and, unless the Principal's Representative otherwise directs, the Managing Contractor shall rectify the error.

40.3.2. If the error has been caused by incorrect information, Survey Marks or data supplied by the Principal, the cost incurred by the Managing Contractor in rectifying the error shall be valued under Clause 53.4.

## 41. MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

### 41.1. Provision of Materials, Labour and Constructional Plant

Except to the extent that the Contract otherwise provides, the Managing Contractor shall supply everything necessary for the proper performance of the Managing Contractor's obligations and discharge of the Managing Contractor's liabilities under the Contract.

### 41.2. Removal of Materials and Constructional Plant

41.2.1. From time to time the Principal's Representative may by written notice to the Managing Contractor direct the Managing Contractor not to remove from the Site constructional plant or materials.

41.2.2. Thereafter, the Managing Contractor shall not remove the materials or the constructional plant without the prior written approval of the Principal's Representative, which approval shall not be unreasonably withheld.

### 41.3. Manufacture and Supply of Materials

The Principal's Representative may direct the Managing Contractor to supply particulars of:

(a) the mode and place of manufacture;

(b) the source of supply;

(c) the performance capacities; and

(d) other information;

in respect of any materials, machinery or equipment to be supplied or used by the Managing Contractor under or in connection with the Contract.

### 41.4. Queensland Government Building and Construction Training Policy

41.4.1. For the purposes of Clause 41.4:

"Aboriginal or Torres Strait Islander" means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander and is accepted as such by the community in which he or she lives;

"Apprentice" or "Trainee" has the meaning given to it in the Training Policy;

"Compliance Plan" means the plan developed by the Managing Contractor demonstrating how the Managing Contractor will comply with its obligations under this Clause 41.4 and the Training Policy;

"CSQ" means Construction Skills Queensland;

"DATSIP" means the Department of Aboriginal and Torres Strait Islander Partnerships;

"Deemed Hours" means the number of hours calculated using the following formula:

contract sum (GST inclusive) x 0.0006, and for Major building projects: contract sum (GST inclusive) x 0.0009;

"Eligible Project" means the work under this Contract where the contract sum is $500,000 or greater (including GST) and projects identified as Eligible Projects in the Training Policy;

"Indigenous Economic Opportunities Plan" means a plan that complies with the requirements of the Training Policy (template available via www.training.qld.gov.au/trainingpolicy) agreed to and signed by:

(i) the Managing Contractor;

(ii) the Principal; and

(iii) the relevant Aboriginal or Torres Strait Islander council or authority, or where there is no relevant Aboriginal and Torres Strait Islander council or authority, DATSIP;

"Indigenous Project" means:

(i) an Eligible Project located in an Aboriginal or Torres Strait Islander community, or in the township of Weipa; or

(ii) an Eligible Project located in a part of Queensland not referred to in paragraph (a) of this definition that is selected as an Indigenous Project by Queensland Government agencies or by the Director General of DATSIP;

(iii) as further detailed in the Training Policy;

"Major building project" means a project where the contract sum (including GST) is $100 million or greater;

"Practical Completion Compliance Report" means a report prepared by the Managing Contractor demonstrating the compliance by the Managing Contractor with Clause 41.4 and the Training Policy;

"Training Policy" means the Queensland Government Building and Construction Training Policy, published by the Department of Employment, Small Business and Training and located at www.training.qld.gov.au/trainingpolicy, as amended from time to time; and

"Training Policy Administration System" or "TPAS" means the electronic reporting system administered by CSQ for the submission of the Compliance Plan, the Practical Completion Compliance Report and the Indigenous Economic Opportunities Plan located via www.training.qld.gov.au/trainingpolicy.

41.4.2. Where the work under the Contract constitutes an Eligible Project, the Managing Contractor must:

(a) within 10 Working Days of the date of commencement of Construction Work on Site, submit to CSQ via the TPAS, with a copy to the Principal's Representative, a completed Compliance Plan;

(b) within 15 Working Days of the Date of Practical Completion, or if there is more than one the last occurring Date of Practical Completion, submit to CSQ via the TPAS, with a copy to the Principal's Representative, a completed Practical Completion Compliance Report;

(c) comply with the Training Policy;

(d) ensure that new entrant Apprentices or Trainees, as set out in the Training Policy, work a minimum of 60% of the Deemed Hours applicable to the work under the Contract;

(e) undertake other workforce training as set out in the Training Policy for the remaining Deemed Hours not allocated under Clause 41.4.2(d); and

(f) ensure that each participant on an Eligible Project is provided with a copy of the Privacy Statement contained in Schedule 8.

41.4.3. Where the work under the Contract constitutes an Indigenous Project the Managing Contractor must, in addition to the requirements set out in Clause 41.4.2:

(a) within 10 Working Days of the date of commencement of Construction Work on Site, submit to CSQ via the TPAS, with a copy to the Principal's Representative, a completed Indigenous Economic Opportunities Plan;

(b) ensure that Aboriginal and Torres Strait Islander Apprentices and/or Trainees, and local Aboriginal and Torres Strait Islander workers work the Deemed Hours applicable to the work under the Contract as set out in the Training Policy;

(c) ensure that, in addition to the requirements set out in Clause 41.4.3(b), the Managing Contractor complies with the Indigenous Economic Opportunities Plan such that 3% of the Contract Sum is allocated toward the agreed Indigenous Economic Opportunities Plan in carrying out the work under the Contract; and

(d) within 15 Working Days of the Date of Practical Completion, or if there is more than one the last occurring Date of Practical Completion, submit to CSQ via the TPAS, with a copy to the Principal's Representative, the achievement of outcomes against the Indigenous Economic Opportunities Plan in accordance with the Training Policy.

41.4.4. For Major building projects, in addition to the above requirements, the Contractor must develop a skills development plan, training delivery linked to occupational outcomes in applicable national accredited training packages, and employ a training coordinator to ensure the implementation of the skills development plan.

41.4.5. Nothing in Clauses 41.4.2, 41.4.3 or 41.4.4 limits or alters the Managing Contractor's obligation to comply with the Training Policy generally.

41.4.6. The Managing Contractor acknowledges that failure to comply in part or in whole with the requirements of this Clause 41.4 will be a substantive factor that will be taken into account in the process of awarding future contracts by the Principal.

41.5. **Queensland Charter for Local Content**

41.5.1. This Clause 41.5 applies if specified in the Annexure.

41.5.2. The Managing Contractor must, and must ensure its Subcontractors, in carrying out the work under the Contract:

(a) comply with the principles of the Queensland Charter for Local Content ("Charter") and any requirements under the Contract in this regard;

(b) comply with any Statement of Intent or equivalent local content statement under the Contract; and

(c) complete and submit a Charter for Local Content – Project Outcome Report (available from www.dsdmip.qld.gov.au/charter) to the Principal at Practical Completion and at such other times as reasonably requested by the Principal, with a copy to [redacted]

41.6. **Site Personnel Register**

41.6.1. From the commencement of work under the Contract until Practical Completion, the Managing Contractor must maintain a register in the form in Schedule 13 ("Site Personnel Register") of all individuals who carry out work under the Contract on Site.

41.6.2. The Site Personnel Register must be available for inspection at all times by the Principal's Representative.

41.6.3. The Managing Contractor must provide statistical information in the form in Schedule 13 ("Site Personal Register Summary") to the Principal's Representative every 13 weeks and at such other times as the Principal's Representative may direct.

41.7. **Queensland Procurement Policy**

41.7.1. The Managing Contractor must, and must ensure its Subcontractors, in carrying out the work under the Contract, comply with:

(a) the principles of the Queensland Procurement Policy and any requirements under the Contract in this regard; and

(b) the Ethical Supplier Threshold.

41.7.2. The Managing Contractor acknowledges that a failure to comply with the Principal's policies that apply to the work under the Contract or the Managing Contractor's obligations under the Contract can result in the imposition of a demerit or sanction under the Ethical Supplier Mandate, in addition to any other remedies available to the Principal under this Contract.

41.7.3. If the Annexure indicates that Best Practice Principles are applicable, the Managing Contractor:

(a) acknowledges that the Principal values a commitment to the Best Practice Principles, including the provision of terms and conditions of employment, including specified pay rates, for all personnel who will perform work under the Contract, which are at least equivalent to the Best Practice Industry Conditions;

(b) must, and must ensure that its Subcontractors, comply with:

(i) the Best Practice Principles when procuring or entering into Subcontracts in relation to work under the Contract; and

(ii) any commitments made in their respective tenders for work under the Contract in relation to the Best Practice Principles and the Best Practice Industry Conditions, including the processes by which the Managing Contractor will use its best endeavours to engage Subcontractors who will provide terms and conditions of employment, including specific pay rates, for their personnel who will perform work under the Contract, which are at least equivalent to the Best Practice Industry Conditions; and

(c) acknowledges and agrees that the Managing Contractor's compliance with its obligations under this Clause 41.7 and Clause 21.2.3, and the results of any audit under Clause 21.2.21 in connection with the Best Practice Principles and the Best Practice Industry Conditions, or Clause 64.4, may be taken into account in any future tender process or similar procurement process undertaken by the Principal.

## 42. MATERIALS AND WORK

### 42.1. Quality of Materials and Work

The Managing Contractor shall use the materials and standards of workmanship required by the Contract. In the absence of any requirement to the contrary, the Managing Contractor shall use suitable new materials.

### 42.2. Defective Materials or Work

42.2.1. If the Principal's Representative discovers material or work provided by the Managing Contractor which is not in accordance with the Contract, the Principal's Representative may direct the Managing Contractor to:

(a) remove the material from the Site;

(b) demolish the work;

(c) redesign, reconstruct, replace or correct the material or work; and/or

(d) not to deliver the material or work to the Site.

42.2.2. The Principal's Representative may direct the times within which the Managing Contractor must commence and complete the removal, demolition, redesign, reconstruction, replacement or correction.

42.2.3. The Managing Contractor shall comply with a direction pursuant to this Clause 42.2 at the Managing Contractor's own expense.

42.2.4. If the Managing Contractor fails to comply with a direction issued by the Principal's Representative pursuant to this Clause 42.2 within the time specified by the Principal's Representative in the direction and, provided the Principal's Representative has given the Managing Contractor notice in writing that after the expiry of 7 days from the date on which the Managing Contractor receives the notice the Principal intends to have the work carried out by other persons, the Principal may have the work of removal, redesign, reconstruction, demolition, replacement or correction carried out by other persons and the cost incurred by the Principal in having the work so carried out shall be a debt due from the Managing Contractor to the Principal. Until the cost of such work has been incurred by the Principal, the Principal may deduct the estimated cost of such work from payments to the Managing Contractor as an amount due from the Managing Contractor to the Principal.

42.3. **Variations due to Defective Materials or Work**

42.3.1. Instead of a direction under Clause 42.2, the Principal's Representative may direct a Variation pursuant to Clause 53.1.

42.3.2. The Variation shall be valued under Clause 53.4 and:

(a) if the Variation causes an increase or decrease in the value to the Principal of the Works, regard shall also be had to the increase or decrease; and

(b) if the Variation results in the Managing Contractor incurring more or less cost than would reasonably have been incurred had the Managing Contractor been given a direction under Clause 42.2, regard shall also be had to the difference.

42.4. **Acceptance of Defective Material or Work**

Instead of a direction under Clause 42.2 or 42.3, the Principal's Representative may notify the Managing Contractor that the Principal elects to accept the material or work notwithstanding that it is not in accordance with the Contract. In that event the resulting increase or decrease in the value to the Principal of the Works and any other loss suffered by the Principal shall be valued under Clause 53.4.

42.5. **Generally**

42.5.1. The Principal's Representative shall give either a direction under Clause 42.2 or 42.3 or a notice under Clause 42.4 as soon as practicable after the Principal's Representative becomes aware that material or work is not in accordance with the Contract.

42.5.2. The Principal's Representative may give the direction or notice at any time before the issue of the Final Certificate under Clause 57.12.

42.5.3. Except to the extent that to do so would be inconsistent with a direction under Clause 42.3 or a notice under Clause 42.4 and notwithstanding that the Principal's Representative has not given a direction under Clause 42.2, the Managing Contractor shall promptly remove, demolish, replace or correct material or work that is not in accordance with the Contract.

42.5.4. A payment to the Managing Contractor, or a test or a failure by the Principal's Representative or anyone else to disapprove any material or work shall not prejudice the power of the Principal's Representative to subsequently give a direction under Clause 42.2 or 42.3 or a notice under Clause 42.4.

42.5.5. Nothing in Clause 42 shall prejudice any other right which the Principal may have against the Managing Contractor arising out of the failure of the Managing Contractor to provide material or work in accordance with the Contract.

42.5.6. The Principal's Representative shall not be obliged to give a direction under Clause 42.3 or a notice under Clause 42.4 to assist the Managing Contractor.

## 43. EXAMINATION AND TESTING

43.1. **Principal's Representative May Order Tests**

43.1.1. At any time prior to the issue of the Final Certificate the Principal's Representative may direct that any material or work under the Contract be tested.

43.1.2. The Managing Contractor shall provide such assistance and samples and make accessible such parts of the work under the Contract as may be required by the Principal's Representative.

43.1.3. On completion of the tests, the Managing Contractor shall make good the work under the Contract so that it fully complies with the Contract.

43.2. **Covering Up of Work**

The Principal's Representative may direct that any part of the work under the Contract shall not be covered up or made inaccessible without the Principal's Representative's prior approval.

43.3. **Who Conducts Tests**

Tests shall be conducted as provided in the Contract or by the Principal's Representative or a person (which may include the Managing Contractor) nominated by the Principal's Representative.

43.4. **Notice of Tests**

Before conducting a test under the Contract the party conducting the test, being the Principal's Representative or the Managing Contractor, shall give reasonable notice in writing to the other of the time, date and place of the test. If the other does not then attend, the test may nevertheless proceed.

43.5. **Procedure if Tests Delayed**

Without prejudice to any other right, if the Managing Contractor or the Principal's Representative delays in conducting a test, the other, after giving reasonable notice in writing of intention to do so, may conduct the test.

43.6. **Results of Tests**

Results of tests shall be promptly made available by each party to the other and to the Principal's Representative.

43.7. **Costs of Testing**

43.7.1. Costs of and incidental to testing shall be valued under Clause 53.4 and shall be borne by the Principal or paid by the Principal to the Managing Contractor unless:

(a) the Contract provides that the Managing Contractor shall bear the costs or the test is one which the Managing Contractor was required to conduct other than pursuant to a direction under Clause 43.1;

(b) the test shows that the material or work is not in accordance with the Contract;

(c) the test is in respect of work under the Contract covered up or made inaccessible without the Principal's Representative's prior approval where such was required; or

(d) the test is consequent upon a failure of the Managing Contractor to comply with a requirement of the Contract.

43.7.2. Where such costs are not to be borne by the Principal, they shall be borne by the Managing Contractor or paid by the Managing Contractor to the Principal.

43.8. **Access for Testing**

If, during the Defects Liability Period:

(a) the Principal or the Principal's Representative asserts that material or work is not in accordance with the Contract; and

(b) the Managing Contractor requests permission to test the material or work;

the Principal shall not unreasonably refuse the Managing Contractor access to test the material or work.

## 44. WORKING HOURS AND WORKING DAYS

44.1 The Working Days on the Site shall be as stated in the Annexure but excluding public holidays and industry rostered days off. Except where otherwise nominated, Working Hours on the Site shall be up to 9 hours per Working Day between the hours stated in the Annexure.

44.2 The hours and days prescribed in Clause 44.1 shall not be varied without the prior approval of the Principal's Representative except when in the interests of safety of the work under the Contract, or to protect life or property, the Managing Contractor finds it necessary to carry out work outside the hours or on days other than the days as stated or approved by the Principal's Representative. In such cases, the

Managing Contractor shall notify the Principal's Representative in writing of the circumstances as early as possible.

44.3 Notwithstanding any approval by the Principal's Representative to otherwise vary the Working Hours or Working Days, events occurring outside of the Working Hours or Working Days stated in Clause 44.1 shall not be grounds for an extension of time.

44.4 In approving a variation to the hours or days prescribed in Clause 44.1, the Principal's Representative may attach conditions. Such conditions may include, but are not limited to:

(a) a prohibition of or restriction on the performance of work which requires inspection; and

(b) a requirement that the Managing Contractor meets the costs of contract administration including but not limited to costs of inspections, by or on behalf of the Principal's Representative, of work during times approved by the Principal's Representative that are outside of the hours stated in Clause 44.1.

## 45. PROGRAMMING

### 45.1. Submission

45.1.1. Within 14 days after the Date of Commencement of Stage Two, the Managing Contractor shall submit to the Principal's Representative a program in such detail as the Principal's Representative may require which:

(a) confirms or revises any program submitted with the Managing Contractor's GCS Offer;

(b) contains a date for Practical Completion not later than the Date for Practical Completion;

(c) sets out the manner in which and times by which the various tasks comprising the work under the Contract shall be completed; and

(d) makes reasonable allowance for the Principal's Representative to consent to or comment on, in accordance with the Contract, the documentation submitted to the Principal's Representative and shall also make reasonable allowance for any resubmission of this documentation which may be required.

45.1.2. The Principal's Representative shall acknowledge receipt and provide any comment on this program within 14 days of receipt.

### 45.2. Rights Not Affected

A Program shall not affect the Managing Contractor's rights or obligations under Clause 46.1 nor shall it form part of the Contract.

## 46. PROGRESS

### 46.1. Rate of Progress

46.1.1. The Managing Contractor shall:

(a) proceed with the work under the Contract with due expedition and without delay; and

(b) reach Practical Completion of the Works by the Date for Practical Completion.

46.1.2. For these purposes and without limiting the generality of the foregoing, the Managing Contractor shall be obliged, in consultation with the Principal's Representative, to take such positive steps to re schedule, re program, expedite and adjust activities, sequences and the carrying out and execution of the work under the Contract generally so as to ensure that a rate of progress satisfactory to the Principal's Representative is maintained.

46.1.3. The Managing Contractor shall not suspend the progress of the whole or any part of the work under the Contract except where the suspension is under Clause 59.9 or is directed or approved by the Principal's Representative under Clause 48.

46.1.4. The Managing Contractor shall give the Principal's Representative reasonable advance notice of when the Managing Contractor requires any information, materials, documents or instructions from the Principal's Representative or the Principal. The Principal and Principal's Representative shall not be required to give any information, materials, documents or instructions earlier than would have been reasonably anticipated at the time of submission of Managing Contractor's Tender.

## 47. ACCELERATION

47.1. **Acceleration Proposal**

47.1.1. The Principal's Representative may at any time prior to the Date of Practical Completion direct the Managing Contractor to provide a proposal to accelerate completion of the work under the Contract or any part thereof (in this clause called the "Acceleration Proposal"). Such direction may require the Managing Contractor to propose:

(a) a revised Date for Practical Completion;

(b) the measures the Managing Contractor considers necessary to meet the requirements of the Principal's Representative;

(c) the adjustment required in the opinion of the Managing Contractor, inclusive of all costs howsoever arising, to the Management Fee, On Site Overheads Fee and/or Consultants Fee to carry out those measures;

(d) the Managing Contractor's estimate of:

(i) the effect on the Actual Construction Sum; and

(ii) the appropriate adjustment to the Guaranteed Construction Sum.

47.1.2. Within 7 days of the direction or such further time as may be agreed, the Managing Contractor shall provide to the Principal's Representative an Acceleration Proposal.

47.1.3. The Managing Contractor acknowledges that the adjustments referred to in paragraphs (c) and (d)(ii) of Clause 47.1.1 are contingent upon achievement of Practical Completion on or before the revised Date for Practical Completion, such that if Practical Completion is not achieved on or before the revised Date for Practical Completion, the adjustments may be reversed by the Principal's Representative unless the Managing Contractor establishes to the reasonable satisfaction of the Principal's Representative that the sole reason for the failure to reach Practical Completion on or before the revised Date for Practical Completion is a delay or delays caused by the Principal, the Principal's Representative or one of their servants or agents.

47.2. **Acceptance of Acceleration Proposal**

Within 14 days of receiving the Acceleration Proposal from the Managing Contractor or such other time as may be agreed, the Principal's Representative may advise the Managing Contractor:

(a) that the Acceleration Proposal is:

(i) acceptable; or

(ii) unacceptable, in whole or in part, and agree with the Managing Contractor and accept a revised Acceleration Proposal;

and direct the Managing Contractor to carry out the measures contained in the accepted Acceleration Proposal. Such direction shall be a direction to accelerate; or

(b) that the Acceleration Proposal is unacceptable and that no acceleration is required; or

(c) that the Acceleration Proposal or part thereof is unacceptable, and give the Managing Contractor a direction to accelerate in which event Clause 47.3 shall apply.

47.3. **Direction to Accelerate**

47.3.1. Notwithstanding that the Principal's Representative has not requested an Acceleration Proposal the Principal's Representative may nevertheless give the Managing Contractor a direction to accelerate.

47.3.2. A direction to accelerate:

(a) may, but not necessarily, be in response to an Acceleration Proposal;

(b) shall be in writing and contain a statement that it is a direction to accelerate under this Clause 47.3;

(c) shall identify generally the measures which the Principal's Representative requires the Managing Contractor to take to accelerate the execution of the work under the Contract;

(d) may identify the parts of the work under the Contract which the Principal's Representative requires the Managing Contractor to accelerate;

(e) shall state:

(i) the revised Date for Practical Completion; and

(ii) the quantum of adjustment to:

(A) the Management Fee;

(B) the Consultants Fee;

(C) the On Site Overheads Fee; and

(D) the Guaranteed Construction Sum;

where these revised dates or adjustments are not those contained in an accepted Acceleration Proposal, the Principal's Representative shall determine reasonable revised dates and adjustments;

(f) shall state the time by which the Managing Contractor shall commence to implement the direction to accelerate; and

(g) may not be given unless the work is capable of being performed by the revised Date for Practical Completion.

47.3.3. If the Principal's Representative gives a direction to accelerate then the Managing Contractor shall comply with the direction to accelerate within the time stated in the direction and the:

(a) Date for Practical Completion;

(b) Management Fee;

(c) Consultants Fee,

(d) the On Site Overheads Fee; and

(e) Guaranteed Construction Sum;

shall be revised or adjusted in accordance with the direction to accelerate and the Managing Contractor shall not be entitled to claim further reimbursement of any costs or any damages.

## 48. SUSPENSION OF THE WORKS

### 48.1. Suspension by Principal's Representative

If the Principal's Representative considers that the suspension of the whole or part of the work under the Contract is necessary:

(a) because of an act or omission of:

(i) the Principal, the Principal's Representative or an employee, consultant or agent of the Principal; or

(ii) the Managing Contractor, a Subcontractor or an employee or agent of either; or

(b) for the protection or safety of any person or property; or

(c) to comply with an order of a court; or

(d) for any other reason which the Principal's Representative in the Principal Representative's absolute discretion considers justifiable in the circumstances;

then the Principal's Representative may direct the Managing Contractor to suspend the progress of the whole or part of the work under the Contract for such time as the Principal's Representative thinks fit.

### 48.2. Suspension by the Managing Contractor

If the Managing Contractor wishes to suspend the whole or part of the work under the Contract, otherwise than under Clause 59.9, the Managing Contractor shall obtain the prior written approval of the Principal's Representative. The Principal's Representative may approve of the suspension and may impose conditions of approval.

### 48.3. Recommencement of Work

As soon as the Principal's Representative becomes aware that the reason for any suspension no longer exists, the Principal's Representative shall direct the Managing Contractor to recommence work on the whole or on the relevant part of the work under the Contract. If work is suspended pursuant to Clause 48.2 or 59.9, the Managing Contractor may recommence work at any time after reasonable advance notice to the Principal's Representative.

### 48.4. Cost of Suspension

Any cost incurred by the Managing Contractor by reason of a suspension under Clause 48.1 or Clause 48.2 shall be borne by the Managing Contractor, but if the suspension is due to an act or omission of the Principal, the Principal's Representative or an employee, consultant or agent of the Principal and the suspension causes the Managing Contractor to incur more or less cost than otherwise would have been incurred but for the suspension, then the difference shall be valued by the Principal's Representative under Clause 53.4 and the Management Fee, the Consultants Fee, the On Site Overheads Fee and Guaranteed Construction Sum shall be adjusted accordingly. The entitlement of the Managing Contractor under this Clause 48.4 shall be the Managing Contractor's sole remedy in respect of any suspension.

### 48.5. Effect of Suspension

A suspension shall not affect the Date for Practical Completion but the cause of the suspension may be a ground for extension of time under Clause 49.3.

## 49. TIMES FOR COMMENCEMENT AND COMPLETION

### 49.1. Time for Commencement

Upon receiving the Principal's notice of acceptance of tender the Managing Contractor shall promptly commence work under the Contract.

49.2. **Time for Completion**

Subject to Stage Two proceeding, the Managing Contractor shall ensure the Works achieves Practical Completion by the Date for Practical Completion.

49.3. **Extension of Time**

49.3.1. When the Managing Contractor becomes aware of anything including an act or omission of the Principal, the Principal's Representative or the Principal's employees, consultants, other contractors or agents which may delay the work under the Contract, the Managing Contractor shall promptly give written notice of that cause and the estimated delay to the Principal's Representative.

49.3.2. The Managing Contractor shall be entitled to such extension of time to the Date for Practical Completion for carrying out work under the Contract as the Principal's Representative assesses, if:

(a) the Managing Contractor is or will be delayed in reaching Practical Completion by a cause described in Clause 49.3.4;

(b) the Managing Contractor has complied with Clause 49.3.1; and

(c) the Managing Contractor gives the Principal's Representative, within 28 days of when the Managing Contractor should reasonably have become aware of that causation occurring, a written claim for an extension of time evidencing the facts of causation and of the delay to work under the Contract including the extent of the delay.

49.3.3. If further delay results from a cause described in Clause 49.3.4 evidenced in a claim under Clause 49.3.2(c), the Managing Contractor shall claim an extension of time for such delay by promptly giving the Principal's Representative a written claim evidencing the facts of the delay.

49.3.4. The causes are any of the following:

(a) events whether occurring before, on or after the Date for Practical Completion:

(i) delays caused by:

(A) the Principal;

(B) the Principal's Representative;

(C) the Principal's employees, consultants, other contractors or agents;

(ii) any breach of the Contract by the Principal;

(iii) any change in Statutory Requirements assessed in accordance with Clause 24.2, irrespective of whether such change causes the Managing Contractor to incur more or less cost than otherwise would have been incurred;

(iv) delay caused by any statutory authority in granting approvals, agreements or permits or carrying out works or services for which they are responsible, other than where the reason for the delay is the failure of the Managing Contractor or its Subcontractors to:

(A) take any reasonable steps to progress the granting of an approval, agreement or permit or the carrying out of works or services; or

(B) comply with a Statutory Requirement;

(v) fire, explosion, lightning, cyclone, flood which may be expected to occur once or less in every 100 years, earthquake, high sea inundation, landslide and natural disasters, to the extent they are beyond the Managing Contractor's reasonable control; and

(vi) any event identified in any other provision of the Contract entitling the Managing Contractor to an extension of time;

(b) industry-wide industrial action not caused by the Managing Contractor occurring on or before the Date for Practical Completion; and

excluding a Variation direction issued by the Principal's Representative pursuant to Clause 19. However, this clause does not prevent the Principal's Representative from exercising its discretion to extend the date for Practical Completion pursuant to Clause 19.

49.3.5. In assessing each claim for extension of time the Principal's Representative shall disregard questions of whether:

(a) work under the Contract can nevertheless reach Practical Completion by the Date for Practical Completion without an extension of time; and

(b) the Managing Contractor can accelerate,

but shall have regard to what prevention and mitigation of the delay has not been affected by the Managing Contractor.

49.3.6. In determining a claim for an extension of time for an event causing delay, the Principal's Representative may have regard to the program at the date of the event or events on which the claim is based and whether the Managing Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay.

49.3.7. Where more than one event causes concurrent delays and the cause of at least one of those events, but not all of them, is not a cause referred to in Clause 49.3.4, then to the extent that the delays are concurrent, the Managing Contractor shall not be entitled to an extension of time.

49.3.8. If the Managing Contractor is entitled to an extension of time to the Date for Practical Completion then the Principal's Representative shall, within 28 days after receipt of the notice of the number of days extension claimed, grant an extension of time. Such extension shall be granted in calendar days. If the Principal's Representative does not grant the full extension of time claimed, the Principal's Representative shall before the expiration of the 28 days give the Managing Contractor notice in writing of the reason.

49.3.9. If the adjusted Date for Practical Completion falls on a day which is not a business day, the adjusted Date for Practical Completion shall be the next business day following that date.

49.3.10. Notwithstanding that the Managing Contractor is not entitled to an extension of time, the Principal's Representative may, at any time and from time to time before the issue of the Final Certificate, by notice in writing to the Managing Contractor extend the Date for Practical Completion for any reason. The power given by this Clause 49.3.9 is exercisable by the Principal's Representative for the sole benefit of the Principal.

49.3.11. Neither:

(a) a delay caused by the Principal, the Principal's Representative or any of the Principal's employees, consultants, other contractors or agents; nor

(b) the failure of the Principal's Representative to grant an extension of time,

shall cause the Date for Practical Completion to be set at large but nothing in this Clause 49.3 shall prejudice any right of the Managing Contractor to damages.

49.4. **Liquidated Damages**

49.4.1. If the Managing Contractor fails to reach Practical Completion by the Date for Practical Completion, the Managing Contractor shall be indebted to the Principal for liquidated damages at the rate stated in the Annexure for every calendar day after the Date for Practical Completion up to and including the Date of Practical Completion or the date that the Contract is terminated, whichever first occurs.

49.4.2. The Principal's Representative may deduct liquidated damages in assessing any amount due to the Managing Contractor under Clause 57.

49.4.3. If, after the Managing Contractor has paid or the Principal has deducted liquidated damages, the Date for Practical Completion is extended, the Principal shall forthwith repay the Managing Contractor any liquidated damages paid or deducted in respect of the period up to and including the extended Date for Practical Completion.

49.5. **Separable Portions**

49.5.1. The interpretations of:

(a) Date for Practical Completion;

(b) Date of Practical Completion;

(c) Practical Completion; and

(d) Clauses 9.2, 9.5, 9.10, 9.11, 28, 49, 50, 51, 52, 53, and 57.9;

shall apply separately to each separable portion and references therein to the Works and to work under the Contract shall mean so much of the Works and the work under the Contract as is comprised in the relevant separable portion.

49.5.2. If the Contract does not make provision for the amount of security, retention moneys, liquidated damages or damages for delay or disruption applicable to a separable portion, the respective dates and amounts applicable shall be such proportion of those items applicable to the whole of the work under the Contract as the value of the separable portion bears to the value of the whole of the work under the Contract.

49.5.3. For the purposes of the Contract, separate Subcontracts shall not of itself or themselves be separable portions unless identified as such in the Contract.

49.6. **Use of Partly Completed Works**

49.6.1. If a part of the Works has reached a stage equivalent to that of Practical Completion but another part of the Works has not reached such a stage and the parties cannot agree upon the creation of separable portions, the Principal's Representative may determine that the respective parts shall be separable portions.

49.6.2. In using the separable portion that has reached Practical Completion, the Principal shall not hinder the Managing Contractor in the performance of the work under the Contract.

## 50. DELAY OR DISRUPTION COSTS

50.1. **Principal’s Obligation and Liability**

Nothing in Clause 50 shall oblige the Principal to pay extra costs for delay or disruption which have already been included in any other payment under the Contract.

50.2. **Damages for Delay or Disruption**

50.2.1. The Managing Contractor shall only be entitled to damages for any delay in the completion of or disruption in the progress of the work under the Contract if:

(a) an extension of time to the Date for Practical Completion has been or should properly have been allowed under Clause 49.3.4(a)(i) or (ii); and

(b) the cause of the delay:

(i) is beyond the control of the Managing Contractor; and

(ii) arises out of a breach of the provisions of the Contract by the Principal or out of any other act or omission on the part of the Principal, the Principal's Representative, any agent, consultant or contractor of the Principal or any employee of the Principal; and

(c) the Managing Contractor has taken all proper and reasonable steps necessary and within its control both to preclude the occurrence of the cause of the delay and/or to minimise the consequences thereof; and

(d) any costs, expenses or damages suffered or incurred by the Managing Contractor as a result of any such delay have not been included in the value of any Variation and are not payable by virtue of any other provision of the Contract.

50.2.2. Subject to compliance with the provisions of this Clause 50.2, the Managing Contractor shall in respect of any such delay or disruption encountered by it in the execution of the work under the Contract be entitled to be paid by the Principal an amount by way of damages for every Working Day of nine (9) hours or part thereof (which shall be cumulative) calculated and determined by reference to the relevant daily rate for agreed damages contained in the Managing Contractor's Tender.

50.2.3. Except to the extent that such amounts form part of the Actual Construction Sum, the amount due by the Principal to the Managing Contractor under this Clause 50.2 is the agreed damages due by the Principal to the Managing Contractor and is in full satisfaction of all Claims for damages or any other payment or compensation whatsoever, for breach of contract or otherwise according to law, which the Managing Contractor may make or bring against the Principal arising in connection with all and any delay or disruption howsoever caused or encountered by the Managing Contractor in the execution of the work under the Contract.

50.2.4. The amount due by the Principal to the Managing Contractor under this Clause 50.2 includes (without limitation) all Claims for damages or any other payment or compensation whatsoever which Subcontractors of the Managing Contractor may make or bring against the Managing Contractor arising in connection with delay or disruption caused by the Principal, the Principal's Representative, or any of the Principal's employees, consultants, other contractors or agents.

50.2.5. All amounts due in respect of such damages shall be separately identified in claims for payment under Clause 57.2 and be included in claims pursuant to Clause 57.2.6(f).

50.3. **Provisional Delay Allowance**

50.3.1. The Managing Contractor's Tender shall include a Provisional Delay Allowance for delay days as calculated by reference to the provisional number of delay days as stated in the Contract multiplied by the rate per day contained in the Managing Contractor's Tender.

50.3.2. If the total amounts due by the Principal to the Managing Contractor pursuant to Clause 50.2.2 is greater or less than the Provisional Delay Allowance, the amount of such difference shall be included in payment certificates issued by the Principal's Representative pursuant to Clause 57.

## 51. DEFECTS LIABILITY

51.1 As soon as possible after the Date of Practical Completion, the Managing Contractor shall rectify any defects or omissions in the work under the Contract existing at the Date of Practical Completion.

51.2 At any time prior to the expiration of the Defects Liability Period, the Principal's Representative may direct the Managing Contractor to rectify any omission or defect in the work under the Contract existing at the Date of Practical Completion or which becomes apparent prior to the expiration of the Defects Liability Period. The direction shall identify the omission or defect and state a date by which the Managing Contractor shall complete the work of rectification and may state a date by which the work of rectification shall commence.

51.3 The direction may provide that in respect of the work of rectification there shall be a separate defects liability period of a stated duration not exceeding the period stated in the Annexure. The separate defects liability period shall commence on the date the Managing Contractor completes the work of rectification. Clause 51 shall apply in respect of the work of rectification and the defects liability period for that work of rectification.

51.4 If the work of rectification is not commenced or completed by the stated dates, the Principal may have the work of rectification carried out by others at the Managing Contractor's expense, but without prejudice to

any other rights that the Principal may have against the Managing Contractor with respect to such omission or defect and the cost of the work of rectification incurred by the Principal shall be a debt due from the Managing Contractor. Until the cost of the work of rectification has been incurred by the Principal, the Principal may deduct the estimated cost of such work from payments to the Managing Contractor as an amount due from the Managing Contractor to the Principal.

51.5 The Managing Contractor shall carry out work of rectification at times and in a manner which cause as little inconvenience to the occupants or users of the Works as is reasonably possible.

## 52. CLEANING UP

52.1 The Managing Contractor shall keep the Site and the work under the Contract clean and tidy. The Managing Contractor shall regularly remove rubbish and surplus material.

52.2 The Managing Contractor shall ensure that rubbish and surplus materials are removed from areas adjacent to occupied or operational areas on a daily basis, and that access to such areas is not impeded by materials, rubbish or debris.

52.3 The Managing Contractor shall ensure that the removal of all rubbish and surplus material is done in an environmentally conscious manner, with recycling options being utilised at every opportunity.

52.4 Within 14 days after the Date of Practical Completion the Managing Contractor shall remove Temporary Works and constructional plant.

52.5 The Principal's Representative may extend the time for removal of Temporary Works or constructional plant necessary to enable the Managing Contractor to perform remaining obligations.

52.6 Notwithstanding the provisions of Clause 59, if the Managing Contractor fails to comply with any obligation imposed on the Managing Contractor by Clause 52 the Principal's Representative may, after the Principal's Representative has given reasonable notice in writing to the Managing Contractor, have the work of cleaning and tidying up carried out by other persons and the cost incurred by the Principal in having the work so carried out may be recovered by the Principal as a debt due from the Managing Contractor to the Principal. The rights given by this paragraph are in addition to any other right.

## 53. VARIATIONS

53.1. **Variations to the work under the Contract**

53.1.1. The Principal's Representative may in writing direct the Managing Contractor, pursuant to Clause 53.1, to:

(a) increase, decrease or omit any part of the work under the Contract;

(b) change the character or quality of any material or work or anything described in the Developed Design or the Subcontract Construction Documentation;

(c) change the levels, lines, positions or dimensions of anything described in the Developed Design or the Subcontract Construction Documentation or any part of the work under the Contract;

(d) execute additional work; and/or

(e) demolish or remove material or work no longer required by the Principal;

except where a Variation may be directed by the Principal's Representative pursuant to Clause 19.

53.1.2. The Managing Contractor is bound only to execute a Variation which is within the general scope of the Contract.

53.1.3. The Managing Contractor shall not be bound to execute a Variation directed after the Date of Practical Completion unless the Variation is in respect of rectification work referred to in Clause 51.

53.2. **Proposed Variations**

53.2.1. Within 7 days of receipt of a notice in writing from the Principal's Representative advising the Managing Contractor of a proposed Variation under Clause 53.2the Managing Contractor shall advise the Principal's Representative:

(a) in respect of the Managing Contractor's assessment as to whether the proposed Variation can be effected; and

(b) details of the work performed by Consultants and associated costs in providing that assessment.

53.2.2. The Principal shall not reimburse the Managing Contractor any of the Managing Contractor's costs of complying with the requirements of this Clause 53.2 other than:

(a) the reasonable costs incurred for work performed by Consultants; and

(b) the reasonable costs incurred by the Managing Contractor in engaging additional resources specifically for the purpose of complying with the requirements of this Clause 53.2.

The costs described in Clause 53.2.2(a) and (b) above will only be paid if the proposed Variation does not proceed.

53.2.3. If the Variation can be effected, the Managing Contractor shall:

(a) advise the Principal's Representative of the effect (if any) which the Managing Contractor anticipates that the Variation will have on the Program and time for Practical Completion, and the amount of any delay or disruption costs under Clause 50; and

(b) provide:

(i) a detailed quotation of the cost of the proposed Variation, inclusive of GST, including any proposed adjustments to the Management Fee, Consultants Fee, On Site Overheads Fee and Guaranteed Construction Sum; and

(ii) advice as to the effect of the proposed Variation on any applicable warranty.

53.2.4. Following receipt of the Managing Contractor's quotation pursuant to Clause 53.2.3, the Principal's Representative may, in writing:

(a) accept the quotation provided by the Managing Contractor and direct a Variation under Clause 53.1 and, in doing so, accept or reject advice (if any) given by the Managing Contractor pursuant to Clauses 53.2.3(a) and 53.2.3(b)(ii); or

(b) reject the quotation, in which case the Principal's Representative may nevertheless direct the Variation under Clause 53.1 and the Variation so directed shall be valued under Clause 53.4.2.

53.3. **Variations for the Convenience of the Managing Contractor**

53.3.1. If the Managing Contractor requests the Principal's Representative to approve a Variation for the convenience of the Managing Contractor, except where the Managing Contractor has requested a Variation pursuant to Clause 19.2, the Principal's Representative may do so in writing pursuant to this Clause 53.3. The approval may be conditional.

53.3.2. Unless the Principal's Representative otherwise directs in the notice approving the Variation, the Managing Contractor shall not be entitled to:

(a) any extension of time for Practical Completion; or

(b) extra costs, any extra payment or an adjustment to:

(i) the Management Fee;

(ii) the Consultants Fee;

(iii) On Site Overheads Fee; or

(iv) the Guaranteed Construction Sum;

in respect of the Variation or anything arising out of the Variation which would not have arisen had the Variation not been approved.

53.3.3. Unless the Principal's Representative determines that the Variation relates to the rectification of defective or non-compliant work under the Contract, any further or reduced costs for Construction Work the subject of an approved Variation under this Clause 53.3 shall form part of the Actual Construction Sum for which the Off Site Overheads and Profit Fee shall be payable in accordance with the terms of the Contract.

53.3.4. The Principal's Representative shall not be obliged to approve a Variation for the convenience of the Managing Contractor.

53.4. **Valuation of Variations**

53.4.1. If the Managing Contractor provides a detailed quotation for the work of a Variation under Clause 53.2 which is accepted by the Principal's Representative, then the actual Subcontract cost in respect of Construction Work the subject of the Variation shall form part of the Actual Construction Sum against which the Off Site Overheads and Profit Fee shall be payable, and the Management Fee, Consultants Fee, On Site Overheads Fee and Guaranteed Construction Sum shall be adjusted in accordance with the accepted quotation.

53.4.2. Where Clause 53.4.1 does not apply, a Variation shall be valued as set out in (a) to (e) as follows.

(a) Where a Variation requires further or reduced Construction Work:

(i) the value for the Variation shall be calculated in accordance with:

(A) the rates or prices included in the Contract; or

(B) in any bill of quantities, schedule of rates or schedule of prices under any relevant Subcontract;

to the extent to which the Principal's Representative determines that those rates or prices are applicable to the Variation.

(ii) to the extent that the Principal's Representative determines that the rates or prices do not apply to a Variation, the value for the Variation shall be:

(A) as determined by agreement between the Managing Contractor and the Principal's Representative; or

(B) if an agreement cannot be reached, by the Principal's Representative who shall determine such rate or price as the Principal's Representative considers reasonable.

The value calculated pursuant to this Clause 53.4.2 (a) shall be the amount, inclusive of GST, of the adjustment to the Guaranteed Construction Sum and shall form part of the Actual Construction Sum against which the Off Site Overheads and Profit Fee shall be payable.

(b) Where a Variation requires additional or reduced work by a Consultant, the Consultants Fee shall be adjusted by the amount agreed between the Principal's Representative and the Managing Contractor, or in the absence of agreement, the amount determined by the Principal's Representative for the additional or reduced work, having regard to:

(i) any fee proposal provided by the Consultant to the Managing Contractor for the work of the Variation; and

(ii) the contract between the Managing Contractor and the Consultant.

(c) Provided that the Managing Contractor is not entitled to damages for any delay in the completion of or disruption in the progress of the work under the Contract pursuant to Clause 50, the Managing

Contractor shall be entitled to claim an amount of 5% of the sum calculated under Clause 53.4.2(a) which amount will be deemed to represent the Managing Contractor's full and final entitlement (inclusive of GST), in respect of the amount of adjustment to the Management Fee for that Variation.

(d) Where a Variation requires On Site Overheads personnel in addition to those personnel described in the costed methodology statement for On Site Overheads in the Managing Contractor's Tender and required to be notified by the Managing Contractor to the Principal's Representative pursuant to Clause 37.1.3, the following shall apply:

(i) where the Managing Contractor has an entitlement to be paid damages for delay or disruption in accordance with Clause 50 in respect of the Variation, there shall be no adjustment to the On Site Overheads Fee; and

(ii) where the Managing Contractor does not have an entitlement to be paid damages for delay or disruption in accordance with Clause 50 in respect of the Variation, then the On Site Overheads Fee shall be adjusted by the amount determined by agreement between the Managing Contractor and the Principal's Representative, or if an agreement cannot be reached, by such amount that the Principal's Representative considers reasonable for the work of the additional On Site Overheads personnel that is directly attributable to the execution of the Variation.

(e) Where a Variation causes the Managing Contractor to require fewer On Site Overheads personnel than those described in the costed methodology statement for On Site Overheads in the Managing Contractor's Tender, then the On Site Overheads Fee shall be adjusted by the amount determined by agreement between the Managing Contractor and the Principal's Representative, or if an agreement cannot be reached, by such amount that the Principal's Representative considers reasonable for the fewer On Site Overheads personnel, having regard to the costed methodology statement provided in the Managing Contractor's Tender.

53.5. **Omissions**

53.5.1. If the Principal's Representative instructs a Variation omitting any part of the work under the Contract, the Principal may thereafter either perform the omitted work or employ or engage another person to carry out and execute the omitted work.

53.5.2. The Managing Contractor shall have no entitlement to make a claim as a result of any part of the work under the Contract being omitted therefrom, whether or not the Principal thereafter performs the omitted work or employs or engages another person to carry out and execute the omitted work.

53.5.3. The work which has been omitted shall be valued in accordance with the provisions of Clause 53.4.

53.6. **Notice of Variations**

If the Managing Contractor considers that a direction given by the Principal's Representative while not expressly identified as a Variation constitutes a Variation, the Managing Contractor shall promptly, and within twenty-eight (28) days after the receipt of such direction, notify the Principal's Representative of such.

## 54. NOT USED

## 55. RATES OF EXCHANGE AND DUTY

55.1. **Customs Tariff (Anti Dumping) Legislation**

55.1.1. The Managing Contractor shall be responsible for the payment of and indemnify the Principal in respect to, any amount which is due or that may become due under the *Customs Tariff (Anti-Dumping) Act 1975* (Cth) and in respect to any security that is due or may become due under the *Customs Act 1901* (Cth) for duty that may become due under the *Customs Tariff (Anti-Dumping) Act 1975* (Cth).

55.1.2. The Guaranteed Construction Sum shall include all amounts due under this Clause 55 and the Managing Contractor shall not be entitled to any additional remuneration whatsoever in respect of any such amounts that are due or that may become due.

55.2. **Variations in Rates of Exchange and Duty**

55.2.1. Subject to Clause 55.2.2 hereof, if it is shown to the satisfaction of the Principal's Representative:

(a) that the Managing Contractor has placed its orders for any materials, machinery or other goods, forming part of the Works and required to be imported from overseas sources, in time to achieve a rate of progress satisfactory to the Principal's Representative; and

(b) that at the time of the Managing Contractor's payment of an invoice for any materials, machinery or other goods forming part of the Works a difference has occurred in comparison to the price obtained and included in the GCS Offer of such materials, machinery or other goods, which difference is solely attributable to an alteration in the rates of exchange or duty;

the value of such difference shall, upon application in writing to the Principal's Representative by the Managing Contractor or upon notification in writing to the Managing Contractor by the Principal's Representative, be taken into account in the Final Certificate, and the value of such difference shall be calculated in accordance with the entire example calculation included in Schedule 9.

55.2.2. For the purposes of this Clause 55.2 and the example calculation included in Schedule 9, the evaluation of such difference shall be based upon:

(a) the selling rate for the appropriate foreign currency as published by the Reserve Bank of Australia at the closing of business on the date the Managing Contractor's GCS Offer was submitted to the Principal;

(b) the selling exchange rate for the appropriate foreign currency as published by the Reserve Bank of Australia as applied at the time of payment of the invoice by the Managing Contractor for the material, machinery or other goods;

(c) the rate of duty payable at the closing of business on the date the Managing Contractor's GSC Offer was submitted to the Principal; and

(d) the rate of duty paid at the time of payment of the invoice by the Managing Contractor for the material, machinery or other goods.

55.2.3. The provisions of Clause 55.2.1 shall apply only to those goods listed by the Managing Contractor on a form which complies with Schedule 9, properly completed and submitted with the GCS Offer, or, in the case of goods required by a Variation to the Contract, to those listed on a Schedule 9 submitted at the time of submission of the Managing Contractor's price for the Variation.

## 56. CONTRACT BONUSES

56.1. **Contract Bonuses**

56.1.1. If the Actual Construction Sum included in the Final Certificate is less than the Guaranteed Construction Sum adjusted in accordance with the Contract, the Managing Contractor shall be entitled to a bonus ("Construction Bonus") equal to the amount calculated by reference to the following formula:

If Guaranteed Construction Sum – Actual Construction Sum = $X (where X is a positive value) then the Managing Contractor shall receive:

Percentage, stated in the Annexure, of $X up to maximum of the amount equal to 2% of the Actual Construction Sum included in the Final Certificate.

56.1.2. If the Actual Construction Sum is anticipated to be less than the Guaranteed Construction Sum, the Principal may, in its absolute discretion, at any time allow for the early release of part of the anticipated Construction Bonus provided for in Clause 56.1.1. The anticipated Construction Bonus utilised for the purpose of this Clause 56.1.2 shall be considered interim only and shall be subject to a final calculation pursuant to Clause 56.1.1. Any payment pursuant to this Clause 56.1.2 shall be considered a payment on account, and any over-payment shall be recoverable by the Principal as a debt due and payable.

56.1.3. This Clause 56.1.3 shall only apply if stated in the Annexure.

(a) If the Date of Practical Completion is earlier than the Date for Practical Completion, the Principal shall pay the Managing Contractor the bonus amount stated in the Annexure for every day after the Date of Practical Completion to and including the Date for Practical Completion (the "early completion bonus").

(b) The total of the early completion bonus payable pursuant to this Clause 56.1.3 shall not exceed the limit stated in the Annexure.

(c) The Managing Contractor acknowledges and agrees that it is not entitled to Claim against the Principal for any failure to become entitled to all or any portion of the early completion bonus pursuant to this Clause 56.1.3.

## 57. CLAIMS, CERTIFICATES AND PAYMENTS

### 57.1. GOODS AND SERVICES TAX (GST) and PAY AS YOU GO (PAYG)

57.1.1. Terms defined by the GST Law and PAYG Law and used (without separate definition) in this Clause 57.1, shall have the meaning given to them by the GST Law or PAYG Law.

57.1.2. For the purposes of this Clause 57.1:

(a) "ABN" means Australian Business Number and has the meaning given to that term in A New Tax System (*Australian Business Number Act 1999* (Cth);

(b) "GST Law" has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

(c) "PAYG Law" means any Act dealing with or relating to the PAYG system referred to in Schedule 1 of the *Taxation Administration Act 1953* (Cth).

57.1.3. Where a party is obliged to provide consideration to another party for a taxable supply made under or in connection with the Contract:

(a) any amount which the Contract provides:

(i) is to be the amount of the consideration;

(ii) is to (or may) be used to calculate the amount of the consideration (and the amount of the consideration so calculated); or

(iii) is included (provisionally or otherwise) in the consideration;

shall be taken to include GST payable in connection with the taxable supply unless the amount is specifically stated to exclude GST;

(b) where, despite paragraph (a) of this Clause 57.1.3, any consideration to be provided for a taxable supply is exclusive of GST, the party providing the consideration must also pay the GST payable in respect of the taxable supply, when the consideration is provided; and

(c) no other provision of the Contract shall apply to give the Contractor any claim in connection with GST.

57.1.4. Where under or in connection with the Contract a party is required to pay an amount which is (or is to be calculated by reference to) any cost, expense, loss or other liability suffered or incurred by another party that amount shall be (or be calculated by reference to) the cost, expense, loss or other liability net of any input tax credits available to the other party or the representative member of its GST Group.

57.1.5. The Managing Contractor warrants to the Principal that:

(a) the Managing Contractor is registered for GST; and

(b) the Managing Contractor's ABN stated in the Contract (or otherwise notified by the Contractor to the Principal) is correct.

57.1.6. The Managing Contractor must notify the Principal immediately if it ceases to be registered for GST at any time.

57.1.7. Whenever the Managing Contractor does not have an ABN or the Principal becomes aware that the Managing Contractor's ABN notified to it is incorrect or the Principal otherwise reasonably considers itself bound by PAYG Law to do so, the Principal shall be entitled to withhold from any payment otherwise due to the Managing Contractor under or in connection with the Contract, amounts calculated and to be withheld in accordance with the PAYG Law.

57.1.8. Each time the Managing Contractor makes a claim for any payment under or in connection with the Contract, the Managing Contractor shall be taken to warrant to the Principal that it is an Australian resident for the purposes of the foreign resident withholding provisions in Subdivision 12-FB of the *Taxation Administration Act 1953* (Cth), except where the Managing Contractor has notified the Principal in writing that it is not an Australian resident before any claim for payment is made.

57.1.9. Except to the extent the Principal at any time gives to the Managing Contractor written notice that it does not intend issuing recipient created tax invoices for any taxable supplies to the Principal by the Managing Contractor under or in connection with the Contract:

(a) the Principal shall issue tax invoices and adjustment notes in respect of those supplies;

(b) the Managing Contractor shall not issue tax invoices or adjustment notes in respect of those supplies;

(c) the Principal acknowledges that it was registered for GST when it entered into the Contract and that it will notify the Managing Contractor if it ceases to be registered; and

(d) the Managing Contractor must notify the Principal immediately it becomes aware of an adjustment event occurring in respect of those supplies.

57.1.10. If the Principal gives a written notice that it does not intend issuing recipient created tax invoices for a taxable supply to the Principal by the Contractor under or in connection with the Contract:

(a) a party making a taxable supply the subject of the notice must issue to the other a tax invoice or adjustment note (as the case may require) within 5 business days after each of the following occurring in relation to that taxable supply:

(i) the party submitting a claim for payment;

(ii) the Principal's Representative certifying an amount for payment different to the amount claimed;

(iii) the amount for payment being otherwise determined to be different to the amount claimed or (if applicable) certified; and

(b) for the purposes of GST Law, upon the occurrence of each of the events specified in paragraph (a)(i), (ii) or (iii) of this Clause 57.1.10, the Principal shall be taken to have requested the Managing Contractor to provide to the Principal the tax invoice or adjustment note referred to in paragraph (a) of this Clause 57.1.10.

57.1.11. Until the Principal notifies the Managing Contractor otherwise, the Principal's Representative is authorised to provide to or receive from the Managing Contractor tax invoices or adjustment notes (as the case may be) on the Principal's behalf.

57.2. **Payment Claims**

57.2.1. Subject to the prior receipt by the Principal's Representative of the information required by Clause 58, the Managing Contractor shall deliver to the Principal's Representative payment claims:

(a) at the times for payment claims under the Contract stated in the Annexure;

(b) upon completion of Stage One;

(c) upon the issue of a Certificate of Practical Completion; and

(d) within the time prescribed by Clause 57.11.

57.2.2. The payment claim shall be supported by sufficiently detailed evidence of the amount claimed to be due to the Managing Contractor and such information as the Principal's Representative may reasonably require including but not limited to:

(a) evidence satisfactory to the Principal's Representative that the Managing Contractor has complied with Clause 58 so far as applicable and that all amounts included in previous payments to the Managing Contractor in respect of Consultants and Subcontractors and then due for payment have been paid or otherwise discharged; and

(b) certificates from Consultants (signed by a principal of each Consultant) and from Subcontractors certifying that the work comprised in the payment claim has been carried out in accordance with the consultancy agreements or Subcontracts as the case may be; and

(c) payment claims from Consultants for amounts which form part of the Consultants Fee.

57.2.3. If the time for any payment claim falls due on a day which is not a business day, the Managing Contractor shall submit the payment claim on the next business day following that date.

57.2.4. If the Managing Contractor submits a payment claim before the time for lodgement of that payment claim, such early lodgement shall not require the Principal's Representative to issue a payment certificate in respect of that payment claim earlier than would have been the case had the Managing Contractor submitted the payment claim in accordance with the Contract.

57.2.5. If the Managing Contractor fails to make a payment claim, the Principal's Representative may nevertheless issue a payment certificate.

57.2.6. The Managing Contractor shall be entitled to make a payment claim for the total of:

(a) the portion of the Actual Construction Sum representing the cost of Construction Work, excluding amounts determined by the Principal's Representative under Clause 21.5.2 to be for:

(i) The cost of rectifying non-complying or defective work;

(ii) a cost which has not been properly incurred in respect of Construction Work pursuant to this Contract; or

(iii) Subcontractor delay or disruption cost which have been otherwise paid pursuant to the Contract or are in respect of a breach of the Subcontract on the part of the Managing Contractor;

carried out on the Site to the date of the payment claim provided that the progressive total of that value shall not exceed the Guaranteed Construction Sum adjusted in accordance with the Contract;

(b) the portion of the Management Fee equal to the portion of each of the:

(i) Design Work;

(ii) Documentation Work; and

(iii) Construction Work;

carried out by the Managing Contractor to the date of the payment claim;

(c) the portion of the On Site Overheads Fee representing the cost of Construction Work carried out on the Site to the date of the payment claim, having regard to the commencement of Construction Work and the forecast time for Practical Completion as agreed with the Principal's Representative or failing agreement as determined by the Principal's Representative;

(d) the portion of the Consultants Fee representing the value of the work carried out by Consultants in accordance with the Contract in the performance of work under the Contract to the date of the payment claim;

(e) In respect of the Off Site Overheads and Profit Fee:

(i) during Stage One, the portion of the Off Site Overheads and Profit Fee for Stage One, having regard to the progress of Stage One, as agreed with the Principal's Representative or failing agreement as determined by the Principal's Representative; and

(ii) during Stage Two, and in relation to any Early Works directed by the Principal's Representative pursuant to Clause 17, the percentage contained in the Managing Contractor's Tender as the Off Site Overheads and Profit Fee for Stage Two multiplied by that portion of the Actual Construction Sum claimed pursuant to Clause 57.2.6(a);

(f) All other amounts due to the Managing Contractor arising under or out of the Contract.

57.2.7. In making a payment claim the Managing Contractor shall:

(a) not be entitled to make any claim for costs of:

(i) rectifying Developed Design or Subcontract Construction Documentation faults; or

(ii) defective or damaged work unless such costs have been caused by the Principal, the Principal's Representative, or the Principal's employees, consultants, other contractors or agents; and

(b) take account of Clause 57.7.

57.3. **Payment Certificates**

57.3.1. Within 10 business days of receipt of a payment claim, the Principal's Representative shall assess the payment claim and determine whether the Managing Contractor has satisfied the provisions of the Contract and issue a payment certificate or give reasons in writing for not issuing the certificate.

57.3.2. The Principal's Representative shall:

(a) assess the amount claimed by the Managing Contractor under Clause 57.2; and

(b) issue a payment certificate as its assessment of the amount claimed after adjustment for:

(i) liquidated damages due to the Principal;

(ii) delay or disruption costs due to the Managing Contractor pursuant to Clause 50 to the date of the payment certificate;

(iii) payments already made;

(iv) retention moneys; and

(v) all other adjustments which may be required to be made pursuant to the provisions of the Contract.

57.4. **Payment**

57.4.1. The Principal shall pay to the Managing Contractor or the Managing Contractor shall pay to the Principal as the case may be, either:

(a) the amount shown in a payment certificate; or

(b) if no payment certificate has been issued the amount of the Managing Contractor's payment claim.

57.4.2. In making any payment, the Principal shall be entitled to deduct any sum under Clause 57.14.

57.4.3. The Principal shall make payment to the Managing Contractor or the Managing Contractor shall make payment to the Principal:

(a) within:

(i) 15 business days after receipt by the Principal's Representative of a payment claim; or

(ii) 5 business days after issue by the Principal's Representative of a payment certificate; and

(b) within 5 business days after the issue of a Final Certificate.

57.5. **Amount Properly Due**

57.5.1. A payment made pursuant to this Clause 57 shall not prejudice the right of either party to dispute under Clause 62 whether or not the amount so paid is the amount properly due. On determination (whether under Clause 62 or as otherwise agreed) of the amount so properly due, the Principal or the Managing Contractor, as the case may be, shall be liable to pay the difference between the amount of such payment and the amount so properly due.

57.5.2. Payment of moneys shall not be evidence of the value of work or an admission of liability or evidence that work has been executed satisfactorily but shall be a payment on account only, except as provided under Clause 57.12. Nothing in this Contract shall oblige the Principal to pay for work that is not in accordance with the Contract.

57.6. **Audit of Actual Construction Sum**

The Principal may at any time prior to the issue of the Final Certificate, undertake an audit in respect of all matters pertaining to the Actual Construction Sum including (without limitation) the value of Subcontracts comprising the Actual Construction Sum and the Managing Contractor shall comply in all respects with any request for information and further information which the Principal may make.

57.7. **Unfixed Plant and Material**

The Principal shall not be obliged to pay for plant or materials intended for incorporation in the Works but not yet incorporated unless:

(a) the item is listed in a list to be provided by the Managing Contractor with the GCS Offer or the item is listed in the Annexure or is such that, in the opinion of the Principal's Representative, an early payment is reasonable;

(b) the Managing Contractor provides additional security pursuant to Clause 9.8; and

(c) the Managing Contractor establishes to the satisfaction of the Principal's Representative that:

(i) the payment claimed is not in excess of any amount paid by the Managing Contractor in respect of the unfixed plant and materials; and

(ii) the item is:

(A) properly stored and labelled the property of the Principal;

(B) is adequately protected; and

(C) landed in Australia.

57.8. **Provisional Sums**

57.8.1. A Provisional Sum included in the Contract shall not itself be payable to the Managing Contractor by the Principal.

57.8.2. Where at the direction of the Principal’s Representative the work or item to which the Provisional Sum relates is performed or supplied by:

(a) the Managing Contractor, the work or item shall be valued under Clause 53.4; and

(b) a Subcontractor to the Managing Contractor, the Principal shall pay the Managing Contractor the total of the amount payable by the Managing Contractor to the Subcontractor for the work or item. This amount is to be taken to be the net cost to the Managing Contractor disregarding any addition of charges for late payment and disregarding any damages payable by the Managing Contractor to the Subcontractor or vice versa.

57.8.3. The Management Fee, On Site Overheads Fee, Off Site Overheads and Profit Fee and Consultants Fee shall include for work under the Contract the subject of Provisional Sums.

57.8.4. The Guaranteed Construction Sum includes all Provisional Sums included in the Contract. The Guaranteed Construction Sum shall be adjusted so as to include only the amount calculated pursuant to Clause 57.8.2 and that amount shall be included in the Actual Construction Sum.

57.9. **Certificate of Practical Completion**

57.9.1. The Managing Contractor shall give the Principal's Representative at least 10 business days' notice of the date upon which the Managing Contractor anticipates that Practical Completion will be reached.

57.9.2. When the Managing Contractor is of the opinion that Practical Completion has been reached, the Managing Contractor shall in writing request the Principal's Representative to issue a Certificate of Practical Completion. Within 10 business days of the receipt of the request, the Principal's Representative shall give to the Managing Contractor and to the Principal a Certificate of Practical Completion certifying the Date of Practical Completion or give the reasons in writing for not issuing the Certificate of Practical Completion.

57.9.3. Where the Principal's Representative has given reasons for not issuing a Certificate of Practical Completion the Managing Contractor shall proceed to complete the work under the Contract and give the Principal's Representative at least 3 days' notice of the date upon which the Managing Contractor anticipates that Practical Completion will be reached.

57.9.4. When the Principal's Representative is of the opinion that Practical Completion has been reached, the Principal's Representative may issue a Certificate of Practical Completion, whether or not the Managing Contractor has made a request for its issue.

57.10. **Effect of Certificates**

57.10.1. The issue of a payment certificate or a Certificate of Practical Completion shall not constitute approval of any work or other matter nor shall it prejudice any claim by the Principal or the Managing Contractor.

57.10.2. At any time and from time to time, the Principal's Representative may by a further certificate correct any error which has been discovered in any previous certificate, other than a Certificate of Practical Completion or Final Certificate.

57.11. **Final Payment Claim**

57.11.1. Within 28 days after the expiry of the Defects Liability Period, or where there is more than one, the expiry of the last to expire, the Managing Contractor shall provide the Principal's Representative with a final payment claim and endorse it 'Final Payment Claim'. Such Final Payment Claim shall include any Notice or Notices of Claim pursuant to Clause 61.3.1(b).

57.11.2. After the expiration of the period for lodging a Final Payment Claim, any Claim:

(a) which the Managing Contractor could have made against the Principal and has not been made; or

(b) for which the Managing Contractor has not given to the Principal's Representative a Notice of Claim;

shall be barred absolutely.

57.12. **Final Certificate**

57.12.1. If the Managing Contractor has not notified a Claim or Claims in accordance with Clause 61, then within 10 business days of receipt of the Managing Contractor's Final Payment Claim or, where the Managing Contractor fails to provide such Final Payment Claim, the expiration of the period specified in Clause 57.11 for the lodgement of the Final Payment Claim by the Managing Contractor, the Principal's Representative shall issue to the Managing Contractor and to the Principal a final certificate endorsed 'Final Certificate' or give the Managing Contractor in writing the reasons for not issuing the certificate.

57.12.2. In the Final Certificate the Principal's Representative shall certify the amount which, in the Principal's Representative's opinion, is finally due from the Principal to the Managing Contractor or from the Managing Contractor to the Principal arising out of the Contract or any alleged breach thereof.

57.12.3. In such Final Certificate the Principal's Representative shall also set out:

(a) amounts paid under the Contract and amounts otherwise due from the Principal to the Managing Contractor and/or due from the Managing Contractor to the Principal arising out of or in connection with the Contract including but not limited to any amount due or to be credited under any provision of the Contract;

(b) the Guaranteed Construction Sum adjusted as necessary according to the terms and conditions of the Contract;

(c) the amount of any bonus payable under Clause 56.1; and

(d) the total value of all previous certificates, claims and securities issued pursuant to the Contract.

57.12.4. If the Managing Contractor has given the Principal a Notice or Notices of Claim in accordance with Clause 61:

(a) within 3 months of receipt of the Managing Contractor's Final Payment Claim the Principal's Representative and the Managing Contractor shall endeavour to agree the Claim or Claims notified in accordance with Clause 61;

(b) at the end of 3 months of receipt of the Managing Contractor's Final Payment Claim:

(i) if the Claim or Claims have been agreed, issue to the Managing Contractor and to the Principal a final certificate endorsed "Final Certificate" and the provisions of Clause 57.14 shall apply;

(ii) if the Claim or Claims have not been agreed in whole or in part, the Principal's Representative shall issue a further certificate for any Claim or Claims agreed to which the provisions of Clause 57 shall apply. The failure to agree a Claim or Claims shall entitle the Managing Contractor to dispute the Claim or Claims which have not been agreed and the provisions of Clause 62 shall apply.

57.12.5. Unless either party, either before the Final Certificate has been issued or not later than 21 days after the issue thereof, serves a notice of dispute under Clause 62, the Final Certificate shall be evidence that the Works have been completed in accordance with the terms of the Contract and that any necessary effect has been given to all the terms of the Contract, except in the case of:

(a) fraud, dishonesty or fraudulent concealment relating to the work under the Contract or any part thereof or to any matter dealt with in the said Certificate;

(b) any defect (including omission) in the Works or any part thereof which was not apparent at the end of the Defects Liability Period, or which would not have been disclosed upon reasonable inspection at the time of the issue of the Final Certificate; or

(c) any accidental or erroneous inclusion or exclusion of any work, plant, materials or figures in any computation or any arithmetical error in any computation; and

(d) security provided pursuant to Clause 9.

57.13. **Interest on Overdue Payments**

If any moneys due to either party remain unpaid after the date upon which or the expiration of the period within which they should have been paid, then interest shall be due thereon from but excluding the date upon which or the expiration of the period within which they should have been paid to and including the date upon which the moneys are paid. The rate of interest shall be 12% per annum or such higher amount as may be required by statute. Interest shall be compounded at six monthly intervals.

57.14. **General right of set off by the Principal**

57.14.1. Without limiting the Principal's rights under any other provision in the Contract and notwithstanding the provisions of or the issue of a certificate by the Principal's Representative under Clause 57, the Principal may deduct from any moneys due to the Managing Contractor any sum which is payable by the Managing Contractor to the Principal or the State of Queensland ('State') whether or not the right to payment of the

Principal or the State arises by way of damages, debt restitution or otherwise and whether or not the factual basis giving rise to the right to payment arises out of this Contract, any other contract, or is independent of any Contract.

57.14.2. If the moneys payable to the Managing Contractor are insufficient to discharge the liability of the Managing Contractor to pay such sum to the Principal or the State, the Principal may have recourse to:

(a) retention moneys and any security provided in lieu of retention moneys under Clause 9.7, and if they are insufficient;

(b) security provided under Clause 9.2 of the Contract.

57.14.3. Where the Principal exercises a right under this Clause 57.14 in respect of an amount payable to the State of Queensland, the Principal must account to the State of Queensland for any amount received by the Principal pursuant to the exercise of that right.

57.14.4. Nothing in this Clause 57.14 shall affect the right of the Principal to recover from the Managing Contractor the whole of such moneys or any balance that remains owing.

## 58. PAYMENT OF WORKERS AND SUBCONTRACTORS

58.1. **Payment direct to worker or Subcontractor**

At the request of the Managing Contractor and out of moneys due to the Managing Contractor the Principal may on behalf of the Managing Contractor make payment directly to a worker or Subcontractor.

58.2. **Statutory Declaration**

Prior to the making a payment claim:

(a) the Managing Contractor must deliver to the Principal a statutory declaration, in the form in Schedule 7, by a representative of the Managing Contractor who is in a position to know the facts attested to that:

(i) all Subcontractors of the Managing Contractor have been paid all that is due and payable to such Subcontractors up to the date of submission by the Managing Contractor of a progress claim in respect of the work under the Contract;

(ii) all Consultants of the Managing Contractor have been paid all that is due and payable to such Consultants up to the date of submission by the Managing Contractor of a progress claim in respect of the work under the Contract;

(iii) all the Managing Contractor's workers who at any time have been engaged on work under the Contract by the Managing Contractor have been paid, in accordance with the Managing Contractor's obligations in relation to the Best Practice Principles and the Best Practice Industry Conditions, all moneys due to them up to the date of submission by the Managing Contractor of a progress claim, in respect of their engagement on the work under the Contract;

(iv) any sub subcontractors performing work under the Contract have been approved by the Principal's Representative in accordance with Clause 21.2.23;

(v) the Site Personnel Register maintained in accordance with Clause 41.6 is current and correct;

(vi) the Managing Contractor has taken reasonable steps to ensure that all Subcontractors and any sub subcontractors performing work under the Contract are aware of the existence of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld) by providing them with the information set out in Schedule 17; and

the Managing Contractor has fulfilled or complied with any commitments made in its tender for the work under the Contract relating to the local benefits test contained in the Queensland Procurement Policy, the Best Practice Principles and the Best Practice Industry Conditions, and, if requested in writing, reasonable supporting documentary evidence thereof; and

(b) if previously requested by the Principal's Representative, the Managing Contractor must deliver a statutory declaration, in the form in Schedule 7, by any Subcontractor, or where the Subcontractor is a corporation, by a representative of the Subcontractor who is in a position to know the facts attested to that:

(i) all workers who have been engaged by a Subcontractor of the Managing Contractor have been paid in accordance with the Subcontractor's obligations in relation to the Best Practice Principles and the Best Practice Industry Conditions, all moneys due and payable to them up to the date of submission by the Managing Contractor of a progress claim in respect of their engagement on the work under the Contract;

(ii) all subcontractors of the Subcontractor have been paid all that is due and payable to such subcontractors up to the date of submission by the Managing Contractor of a progress claim in respect of the work under the Contract; and

(iii) the Subcontractor has fulfilled or complied with any commitments made in its tender for the Subcontract works relating to the local benefits test contained in the Queensland Procurement Policy, the Best Practice Principles and the Best Practice Industry Conditions;

and, if requested in writing, reasonable supporting documentary evidence thereof.

58.3. **Details of Payments**

The Managing Contractor acknowledges that the Principal may release to a Subcontractor details of payments in percentage terms made by the Principal to the Managing Contractor in respect of the Subcontract to which the Subcontractor is a party unless the Managing Contractor shows reasonable grounds why such details should not be released or satisfies the Principal that all payments due to the Subcontractor by the Managing Contractor have been paid.

58.4. **Court Order**

If a worker, Subcontractor or subcontractor of a Subcontractor obtains a court order in respect of any moneys unpaid to the worker, Subcontractor or subcontractor of a Subcontractor the subject of a statutory declaration under Clause 58.2 and, produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may pay the amount of the order, and costs included in the order, to the worker, Subcontractor or subcontractor of a Subcontractor and the amount paid shall be a debt due from the Managing Contractor to the Principal.

## 59. DEFAULT OR INSOLVENCY

59.1. **Preservation of Other Rights**

If a party breaches or repudiates the Contract, nothing in this Clause 59 shall prejudice the right of the other party to recover damages or exercise any other right.

59.2. **Default by the Managing Contractor**

59.2.1. If the Managing Contractor commits a substantial breach of Contract the Principal may give the Managing Contractor a written notice to show cause.

59.2.2. Substantial breaches include but are not limited to:

(a) failing to comply with or breaching, in any respect, the requirements of Clause 6;

(b) failing to comply with Clause 9;

(c) failing to do those things which the Managing Contractor warranted it would do or has done in accordance with the terms of the Contract including but not limited to the warranties pursuant to Clause 12;

(d) failing to produce the Developed Design in accordance with Clause 14;

(e) failing to engage the Consultants in accordance with Clause 18.1;

(f) failing to comply in any respect with the requirements of Clause 21.2;

(g) failing to comply in any respect with the requirements of Clause 26.2;

(h) failing to provide evidence of insurance in accordance with Clause 34.1;

(i) failing to comply in any respect with the requirements of Clause 41.4;

(j) failing to comply in any respect with the requirements of Clause 41.5;

(k) failing to comply in any respect with the requirements of Clause 41.6;

(l) failing to comply in any respect with the requirements of Clause 41.7;

(m) failing to use the materials or standards of workmanship in accordance with Clause 42;

(n) failing to comply with a direction of the Principal's Representative in accordance with Clause 42.3;

(o) failing to proceed with the work under the Contract with due expedition and without delay in accordance with Clause 46.1;

(p) failing to suspend the work under the Contract in accordance with Clause 48.1;

(q) failing to comply with any requirement or request made in accordance with Clause 58;

(r) providing a statutory declaration pursuant to Clause 58 which is false, misleading or deceptive in any respect; and

(s) committing an act of insolvency as defined by Clause 59.11.

59.3. **Requirements of a Notice by the Principal to Show Cause**

A notice given under Clause 59.2 shall:

(a) state that it is a notice under Clause 59 of the Contract;

(b) specify the alleged substantial breach;

(c) require the Managing Contractor to show cause in writing why the Principal should not exercise a right referred to in Clause 59.4;

(d) specify the time and date by which the Managing Contractor must show cause; and

(e) specify the place at which cause must be shown.

59.4. **Rights of the Principal**

59.4.1. If, by the time specified in a notice given under Clause 59.2, the Managing Contractor fails to show reasonable cause why the Principal should not exercise a right referred to in this Clause 59.4, the Principal may by notice in writing to the Managing Contractor:

(a) take out of the hands of the Managing Contractor the whole or part of the work remaining to be completed; or

(b) terminate the Contract.

59.4.2. Notwithstanding any other provision of this Contract, upon giving a notice under Clause 59.2:

(a) the Managing Contractor is not entitled to make a claim for payment; and

(b) the Principal may suspend payments to the Managing Contractor;

until the earlier of:

(i) the date upon which the Managing Contractor shows reasonable cause;

(ii) the date upon which the Principal takes action under Clause 59.4.1; or

(iii) the date which is 7 days after the last day for showing cause in the notice given under Clause 59.2.

59.4.3. If the Managing Contractor by notice in writing advises the Principal that the Managing Contractor is unable or unwilling to complete performance of the Contract, the Principal may forthwith exercise the rights under Clause 59.4.1.

59.4.4. If the Principal exercises the right under Clause 59.4.1(a), the Managing Contractor shall not be entitled to any further payment in respect of the work taken out of the hands of the Managing Contractor unless a payment becomes due to the Managing Contractor under Clause 59.6.

59.5. **Procedure when the Principal Takes Over Work**

59.5.1. If the Principal takes work out of the hands of the Managing Contractor under Clause 59.4.1(a), the Principal shall complete that work and the Principal may without payment of compensation:

(a) take possession of such of the constructional plant and other things on or in the vicinity of the Site or on or in the vicinity of any land in addition to the Site procured by the Managing Contractor pursuant to Clause 39.6 as are owned by the Managing Contractor and are reasonably required by the Principal to facilitate completion of the work;

(b) take possession of the documents, information, materials and the like produced by the Managing Contractor, which are reasonably required by the Principal to facilitate completion of the work; and

(c) take an assignment of the Managing Contractor's rights and benefits under Subcontracts including all warranties and guarantees in connection therewith.

59.5.2. If the Principal takes possession of constructional plant, or other things, the Principal shall maintain them and, subject to Clause 59.6, on completion of the work, the Principal shall return to the Managing Contractor the constructional plant and any things taken under this Clause 59.5 which are surplus.

59.5.3. The Managing Contractor agrees to:

(a) execute all documents and do all things necessary (including giving all necessary notices to Subcontractors and third parties) to allow the Principal to exercise its rights under this Clause 59.5; and

(a) appoint the Principal as its agent for this purpose which appointment shall not be revoked at any time prior to issuance of the Final Certificate.

59.6. **Adjustment on Completion of the Work Taken Out of the Hands of the Managing Contractor**

59.6.1. The Principal's Representative shall ascertain the cost incurred by the Principal in completing the work completed under Clause 59.5 and the amount of any damages sustained by the Principal for delay in completion and shall issue a certificate pursuant to this Clause 59.6 to the Principal and the Managing Contractor certifying:

(a) the amount of that cost and damages, and setting out the calculations employed to arrive at that cost and damages;

(b) the amount which would otherwise have been paid to the Managing Contractor if the work had been completed by the Managing Contractor; and

(c) the difference.

59.6.2. If the cost and damages incurred by the Principal are greater than the amount which would have been paid to the Managing Contractor if the work had been completed by the Managing Contractor, the difference shall be a debt due from the Managing Contractor to the Principal.

59.6.3. If the cost and damages incurred by the Principal are less than the amount that would have been paid to the Managing Contractor if the work had been completed by the Managing Contractor, the difference shall be a debt due to the Managing Contractor from the Principal.

59.6.4. If the Managing Contractor is indebted to the Principal, the Principal may retain constructional plant or other things taken under Clause 59.5 until the debt is satisfied. If after reasonable notice, the Managing Contractor fails to pay the debt, the Principal may sell the constructional plant or other things and apply the proceeds to the satisfaction of the debt and the costs of sale. Any excess shall be paid to the Managing Contractor.

59.7. **Default of the Principal**

59.7.1. If the Principal commits a substantial breach of Contract and the Managing Contractor considers that damages may not be an adequate remedy, the Managing Contractor may give the Principal a written notice to show cause.

59.7.2. Substantial breaches include but are not limited to:

(a) failing to give the Managing Contractor possession of the Site or sufficient of the Site to enable the Managing Contractor to commence the work under the Contract but only if the failure continues for longer than the period stated in the Annexure;

(b) failing to make a payment payable under the Contract; and

(c) failure by the Principal's Representative either to issue a Certificate of Practical Completion or give the Managing Contractor the reasons in writing for not issuing that Certificate within 14 days of receipt of a request by the Managing Contractor to issue that Certificate, in breach of Clause 57.9.

59.8. **Requirements of a Notice by the Managing Contractor to Show Cause**

A notice given under Clause 59.7 shall:

(a) state that it is a notice under Clause 59 of the Contract;

(b) specify the alleged substantial breach;

(c) require the Principal to show cause in writing why the Managing Contractor should not exercise a right referred to in Clause 59.9;

(d) specify the time and date by which the Principal must show cause; and

(e) specify the place at which cause must be shown.

59.9. **Rights of the Managing Contractor**

59.9.1. If by the time specified in a notice given under Clause 59.7, the Principal fails to show reasonable cause why the Managing Contractor should not exercise a right referred to in this Clause 59.9, the Managing Contractor may by notice in writing to the Principal suspend the whole or any part of the work under the Contract.

59.9.2. The Managing Contractor shall lift the suspension if the Principal remedies the breach within 28 days of the date of suspension under this Clause 59.9. If:

(a) within 28 days of the date of suspension the Principal fails to remedy the breach; or

(b) the breach is not capable of remedy and the Principal fails to make other arrangements to the reasonable satisfaction of the Managing Contractor;

then the Managing Contractor may by notice in writing to the Principal terminate the Contract.

59.9.3. The Managing Contractor shall be entitled to recover from the Principal any damages incurred by the Managing Contractor by reason of the suspension.

59.10. **Rights of the Parties on Termination**

59.10.1. If the Contract is terminated pursuant to Clause 59.4.1 or Clause 59.9, the rights and liabilities of the parties shall be the same as they would have been at common law had the defaulting party repudiated the Contract and the other party elected to treat the Contract as at an end and recover damages.

59.10.2. The Principal may also, without payment of compensation, take possession of drawings, specifications and other information, samples, models, patterns and the like created for the construction of the Works and take an assignment of Subcontracts and consultancy agreements.

59.11. **Insolvency**

59.11.1. If:

(a) the Managing Contractor informs another party in writing or creditors generally that the Managing Contractor is insolvent or is financially unable to proceed with the Contract;

(b) execution is levied against the Managing Contractor by a creditor;

(c) the Managing Contractor, being an individual person, or a partnership including an individual person and that person:

(i) commits an act of bankruptcy;

(ii) has a bankruptcy petition presented against him or her or presents his or her own petition;

(iii) presents a debtor's petition or a declaration of an intention to present a debtor's petition to the Official Receiver;

(iv) is made bankrupt;

(v) under part IX of the *Bankruptcy Act 1966* (Cth):

(A) makes a written proposal for a debt agreement; and

(B) the proposal becomes a debt agreement; or

(vi) makes a proposal for a deed of assignment, deed of arrangement or a composition; or

(vii) under Part X of the *Bankruptcy Act 1966* (Cth):

(A) has a deed of assignment or deed of arrangement made;

(B) accepts a composition;

(C) is required to present a debtor's petition; or

(D) has a sequestration order made; or

(d) the Managing Contractor, being a corporation and if:

(i) a notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;

(ii) the Managing Contractor enters a deed of company arrangement with creditors;

(iii) a controller or administrator is appointed;

(iv) a meeting of creditors is called with a view to:

(A) entering a scheme of arrangement or composition with creditors; or

(B) appointing a controller or administrator;

(v) a receiver of the property or part of the property of the Managing Contractor is appointed;

(vi) the Managing Contractor takes or commences or has taken, commenced or instituted against it any process, action or proceeding whether voluntary or compulsory which has an object or may result in the winding up of the company, other than a voluntary winding up by members for the purpose of reconstruction or amalgamation, or a controller or administrator is appointed or enters into a compromise or other arrangement with its creditors or a receiver or receiver and manager is appointed to carry on the Managing Contractor's business for the benefit of creditors or any of them;

(vii) a winding up order is made; or

(viii) execution is levied by creditors, debenture holders or trustees or under a floating charge;

then the Principal may, without giving a notice to show cause, exercise the rights under Clause 59.4.1.

59.11.2. The rights given by this Clause 59.11 are in addition to any other rights and may be exercised notwithstanding that there has been no breach of Contract.

59.12. **Stay on Rights**

The rights given by this Clause 59.11 are subject to any restrictions on their enforcement under Part 5.1, Part 5.2, or Division 17 of Part 5.3A *Corporations Act 2001* (Cth).

## 60. TERMINATION

60.1. **Termination by Frustration**

60.1.1. If under the law governing the Contract, the Contract is frustrated, the Principal shall (subject to the Principal's rights under or in connection with the Contract including to withhold or set off payments and recover damages, and subject to any other legal rights or obligations of the Principal):

(a) pay the Managing Contractor:

(i) the amount due to the Managing Contractor shown in any unpaid payment certificate;

(ii) for work executed prior to the date of frustration, the amount which would have been due if the Contract had not been frustrated and the Managing Contractor had been entitled to and had made a payment claim on the date of frustration;

(iii) the cost of materials and equipment which:

(A) were required to be ordered by the Managing Contractor to comply with Clause 46;

(B) the Managing Contractor is liable to accept; and

(C) become the property of the Principal upon payment;

(iv) costs reasonably incurred by the Managing Contractor in the expectation of completing the whole of the work under the Contract and not included in any payment by the Principal;

(v) the reasonable cost of removal of Temporary Works and constructional plant; and

(vi) the reasonable cost of return to their place of recruitment of the Managing Contractor's employees engaged in the work under the Contract at the date of frustration;

provided that and notwithstanding all other provisions of the Contract the payment of the On Site Overheads Fee shall be reduced to such extra costs as are necessarily incurred by the Managing Contractor; and

(b) release security and retention moneys.

60.1.2. The Principal may also take possession of drawings, specifications and other information, samples, models, patterns and the like created in relation to the Contract.

60.2. **Principal's Rights of Termination**

60.2.1. In addition to any other right available to the Principal to terminate the Contract, the Principal may, at any time at its sole discretion and without obligation to act reasonably, by written notice to the Managing Contractor terminate the Contract.

60.2.2. Upon receipt of the Principal's written notice of termination in accordance with Clause 60.2, the Managing Contractor shall immediately cease the work under the Contract and comply with any directions by the Principal's Representative including, but without limitation, any directions to:

(a) protect property in the possession of the Managing Contractor in which the Principal has or may acquire an interest;

(b) demobilise from the Site persons, construction or plant, vehicles, equipment and other things;

(c) assign to the Principal all rights and benefits under contracts with third parties (including Subcontractors and Consultants);

(d) provide the Principal with possession of all plant and equipment, materials and other things on and off the Site, which are required for the work under the Contract or for incorporation in the Works; and

(e) deliver to the Principal all documentation and other information prepared or created by the Managing Contractor in connection with the work under the Contract (including but not limited to the Developed Design).

60.2.3. Where the Principal terminates the Contract pursuant to Clause 60.2, the Principal may have the remaining work under the Contract not completed by the Managing Contractor prior to termination of the Contract carried out by others.

60.2.4. Within 14 days after the issue of the notice of termination in accordance with this Clause 60.2 the Principal shall (subject to the Principal's rights under or in connection with the Contract including to withhold or set off payments and recover damages, and subject to any other legal rights or obligations of the Principal):

(a) pay the Managing Contractor:

(i) the amount due to the Managing Contractor shown in any unpaid payment certificate;

(ii) for work executed prior to the date of the notice of termination, the amount which would have been due if the Contract had not been terminated and the Managing Contractor had been entitled to and had made a payment claim on the date of the notice of termination;

(iii) the cost of materials and equipment which:

(A) were required to be ordered by the Managing Contractor to comply with Clause 46;

(B) the Managing Contractor is liable to accept; and

(C) become the property of the Principal upon payment;

(iv) costs necessarily incurred by the Managing Contractor in the expectation of completing the whole of the work under the Contract and not included in any payment by the Principal;

(v) the reasonable cost of removal of Temporary Works and constructional plant; and

(vi) the reasonable cost of return to their place of recruitment of the Managing Contractor's employees engaged in the work under the Contract at the date of frustration;

provided that, and notwithstanding all other provisions of the Contract, the payment of the On Site Overheads Fee shall be reduced to such extra costs as are necessarily incurred by the Managing Contractor; and

(b) release any security and retention moneys.

60.2.5. The Principal may also take possession of drawings, specifications and other information, samples, models, patterns and the like created in relation to the Contract.

60.2.6. The Principal shall not otherwise be liable to the Managing Contractor for any cost, loss, expense or damage incurred by the Managing Contractor under or in connection with the Contract or its termination, including without limitation compensation for loss of profits.

## 61. NOTIFICATION OF CLAIMS

61.1. **Notice of Intention to Claim**

61.1.1. The Managing Contractor shall give to the Principal's Representative a Notice of Intention to Claim as soon as practicable after the Managing Contractor becomes aware of any breach, act, omission, direction, approval or circumstance which may entitle the Managing Contractor to Claim.

61.1.2. The Notice of Intention to Claim shall detail the general basis and quantum of the Claim.

61.1.3. This Clause 61.1 shall not apply to any Claim which is required to be notified by another provision of the Contract.

61.2. **Liability for Failure to Give Notice of Intention to Claim**

The failure of the Managing Contractor to comply with the provisions of Clause 61.1 or to notify the Principal's Representative in accordance with the relevant provision of the Contract shall:

(a) entitle the Principal to damages from the Managing Contractor for breach of Contract. Such damages shall be assessed by the Principal's Representative and included in a certificate pursuant to Clause 57;

(b) neither bar nor invalidate the Claim; and

(c) disentitle the Managing Contractor to interest pursuant to Clause 57.13 in respect of the Claim.

61.3. **Notice of Claim**

61.3.1. If a Claim is based on a breach, act, omission, direction, approval or circumstance:

(a) which occurs, is given or commences prior to the Date of Practical Completion, then the Managing Contractor shall give to the Principal's Representative the Notice of Claim not later than 60 days after the Date of Practical Completion;

(b) which occurs, is given or commences on or after the Date of Practical Completion, then the Managing Contractor shall give to the Principal's Representative the Notice of Claim not later than 60 days after the Managing Contractor becomes aware of the breach, act, omission, direction, approval or circumstance. However, such Notice of Claim shall not be given to the Principal's Representative after the date for lodgement of the Final Payment Claim pursuant to Clause 57.11.

61.3.2. A Notice of Claim shall include particulars of:

(a) the breach, act, omission, direction, approval or circumstances on which the Claim is based;

(b) the provision of the Contract or other basis for the Claim; and

(c) the quantum of the Claim.

61.3.3. This Clause 61.3 shall not apply to any Claim which is required to be notified by another provision of the Contract.

61.4. **Liability for Failure to Give Notice of Claim**

The Principal shall not be liable upon any Claim by the Managing Contractor in respect of or arising out of the Contract unless the Managing Contractor complies with the provisions of Clause 61.3 or notifies the Principal's Representative in accordance with the relevant provision of the Contract.

## 62. DISPUTE RESOLUTION

62.1. **Notice of Dispute**

62.1.1. If a dispute or difference (hereafter called a 'dispute') between the Managing Contractor and the Principal (hereafter called individually “a party” and collectively “the parties”) arises in connection with the Contract or the subject matter thereof, then a party shall deliver by hand or send by certified mail to the other party and to the Principal's Representative a notice of dispute in writing adequately identifying and providing details of the dispute.

62.1.2. Notwithstanding the existence of a dispute, the Principal and the Managing Contractor shall continue to perform the Contract and, subject to Clause 59, the Managing Contractor shall continue with the work under the Contract and the Principal and the Managing Contractor shall continue to comply with Clauses 57.2 and 57.4.

62.2. **Further Steps Required Before Expert Determination**

Within 14 days after the service of a notice of dispute, the parties shall confer at least once to attempt to resolve the dispute or to agree on methods of resolving the dispute by other means. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute.

62.3. **Expert Determination Notice**

62.3.1. If the dispute has not been resolved within 21 days of service of the notice of dispute, or such other time as may be mutually agreed by the Chief Executives of the Principal and the Managing Contractor prior to the expiry of 21 days of the service of the notice of dispute, either party shall be able to refer the dispute to expert determination by giving a notice in writing to the other party and to the Principal's Representative which complies with the requirements of Clause 62.4.

62.3.2. The party that gives a notice under this Clause 62.3 shall hereafter be referred to as "the dissatisfied party".

62.4. **Requirements of Expert Determination Notice**

The notice in writing given by the dissatisfied party pursuant to Clause 62.3 shall:

(a) be in writing and specify that it is a notice given under Clause 62.3;

(b) identify the clause of the Contract (if any) under which the dispute or difference has arisen; and

(c) be accompanied with adequate particulars and any relevant written material which identifies the matters the subject of the dispute or difference.

62.5. **Notification to Expert**

After receiving the notice under Clause 62.3, the Chief Executives of the Principal and the Managing Contractor shall inform the Expert specified in the Annexure, or in default of such specification the appointee of the Chairperson for the time being of the Board of the Queensland Building and Construction Commission, of the existence of the relevant dispute. The Principal's Representative shall then promptly dispatch to the Expert the Expert Determination Notice provided by the dissatisfied party pursuant to Clause 62.3 to the Expert.

62.5.1. The parties must execute and provide to the Expert a release in favour of the Expert, releasing the Expert from all liability to which the Expert may otherwise be subject in making a decision upon the dispute or difference under this Clause 62 other than any liability arising from fraud of the Expert.

62.5.2. Neither party shall have any contact with the Expert except for the purpose of agreeing administrative details with regard to the time and location of the meeting referred to in Clause 62.6.

62.6. **Meeting with Expert**

As soon as practicable after the receipt by the Expert of the Expert Determination Notice under Clause 62.5 the parties shall meet with the Expert to agree the procedure to be adopted in resolving the dispute or difference, and failing agreement the procedure shall be determined by the Expert.

62.7. **Powers of Expert**

The Expert shall have the power:

(a) to open up, review and revise any direction of the Principal's Representative which has been referred to the Expert as if no such direction had been given and substitute the exercise of the Expert's discretion for that of the Principal's Representative;

(b) to proceed to the resolution of the dispute or difference in such manner and subject to such rules as the Expert and the parties agree or failing agreement as the Expert in the Expert's absolute discretion determines is suitable for the nature of the dispute or difference and the Expert shall not be bound by rules of evidence;

(c) to engage and consult with any advisors, legal or technical, as the Expert may see fit; and

(d) to seek further information from either party.

62.8. **Expert to Give Decision**

The parties shall require the Expert to notify the parties in writing of the Expert's decision and to give reasons for that decision within seven (7) days after the conclusion of the dispute resolution procedure determined under Clause 62.6 and in any event within 28 days after the receipt by the Expert of the Expert Determination Notice under Clause 62.3.

62.9. **Expert not Arbitrator**

In making the Expert's decision the Expert shall act as an expert and not as an Arbitrator. The parties shall pay the Expert's costs (including the costs of engaging any consulting advisors pursuant to Clause 62.7(c)) equally.

62.10. **Litigation**

Compliance with Clauses 62.1 to 62.9 as appropriate shall be a binding preliminary to the commencement of litigation by the Principal or the Managing Contractor provided that nothing shall prejudice the right of a party to institute proceedings to enforce payment due under Clause 57 or to seek urgent injunctive or declaratory relief in respect of any matter arising under the Contract.

## 63. WAIVER OF CONDITIONS

Except as provided at law or in equity or elsewhere in the Contract, none of the terms of the Contract shall be varied, waived, discharged or released, except with the prior consent in writing in each instance of the party against whom a waiver, discharge or release is claimed.

## 64. RECORDS AND ACCESS TO RECORDS

64.1 The Managing Contractor shall make and keep and shall ensure that every Subcontractor makes and keeps accurate and complete records of:

(a) its tender, including without limitation the preparation and submission of that tender;

(b) tenders received by it, whether accepted or not;

(c) the execution and completion of the work under the Contract or of the work under the Subcontract; and

(d) compliance with commitments made in its tender relating to the local benefits test contained in the Queensland Procurement Policy or, where the Annexure indicates Best Practice Principles are applicable, the Best Practice Principles and the Best Practice Industry Conditions.

64.2 The records referred to in Clause 64.1 shall include records that are required to be created or provided, or that are otherwise referred to, under the Contract or under the Subcontract, as well as other records including but not limited to those that:

(a) relate to the Managing Contractor's or a Subcontractor's tender, including tender preparation, submission, negotiation, evaluation, estimates and calculations;

(b) relate to design, including design calculations, option studies, opinions, reviews and reports;

(c) relate to the execution and completion of the work under the Contract or the Subcontract, including without limitation labour, subcontracts, subcontractors, consultants, materials, equipment, resourcing, planning, progress, delay, inspection, examination, testing, compliance, approval, safety, risk, variations, claims, payment, cost and cost to complete;

(d) are required to demonstrate compliance with commitments made in the Managing Contractor's or a Subcontractor's tender relating to government policies, including the local benefits test contained in the Queensland Procurement Policy or, where the Annexure indicates Best Practice Principles are applicable, the Best Practice Principles and the Best Practice Industry Conditions, and includes payroll records, management records and time recordings; and

(e) are in any format or stored on any medium, including without limitation photographs, electronic files, telecommunications or social media.

64.3 The records referred to in Clause 64.1 shall not be destroyed without the prior written approval of the Principal.

64.4 Without limiting any other rights or obligations under this Clause 64, the Principal may, either directly or through an agent, at any time after giving written notice to the Managing Contractor that an audit shall be undertaken pursuant to this Clause 64.4, undertake an audit in respect of the Managing Contractor's compliance with Clause 21.2. In undertaking the audit, the Principal or its agent shall have the right to inspect and copy any record referred to in Clause 64.1 and to access any of the Managing Contractor's systems and processes which are in any way connected with subcontracting. Upon receipt of written notice of the audit pursuant to this Clause 64.4, the Managing Contractor shall promptly and at its own cost provide the Principal or its agent with every reasonable facility necessary to undertake the audit, including but not limited to:

(a) providing to the Principal or its agent any record requested for inspection or copying pursuant to Clause 64.5;

(b) making staff available to the Principal or its agent to access or explain systems, processes or any record referred to in Clause 64.1; and

(c) arranging and providing access to the Managing Contractor's or Subcontractor's workplaces, sites, premises or facilities.

64.5 Subject to the Managing Contractor's (or a Subcontractor's) right to claim legal professional privilege in respect of any record, which is hereby maintained, the Principal shall have the right to inspect and to copy at any time any record referred to in Clause 64.1. In the case of any records referred to in Clause 64.1 stored on a medium other than in writing, the Managing Contractor shall make available forthwith upon request such facilities as may be necessary to enable a legible, operable reproduction thereof to be provided to the Principal.

64.6 Where a record referred to in Clause 64.1 is created, maintained or stored by the Managing Contractor or a Subcontractor in an electronic format, it shall be provided to the Principal in its native, operable form or such other format as may be reasonably required by or acceptable to the Principal.

64.7 Where a record referred to in Clause 64.1 is stored on a medium licensed from a third party, where the Principal is a party to the communication, the Managing Contractor must provide the Principal with a copy

of such records in an external electronic storage device, readable on the Principal's information technology system, or such other format as may be reasonably required by the Principal, each month until the issue of the Final Certificate.

64.8 The Managing Contractor shall comply in all respects with any request made pursuant to Clause 64.5 to inspect or copy records referred to in Clause 64.1, or any audit undertaken pursuant to Clause 64.4, and shall not be entitled to refuse audit, inspection or copying of any record referred to in Clause 64.1 on any basis whatsoever other than on the basis that legal professional privilege attaches to the record.

## 65. INFORMATION PRIVACY ACT

65.1 If the Managing Contractor collects or has access to Personal Information in order to carry out work under the Contract, the Managing Contractor must:

(a) if the Principal is an "agency" within the meaning of the *Information Privacy Act 2009* (Qld) (IPA), comply with Parts 1 and 3 of Chapter 2 of the IPA in relation to the discharge of its obligations under the Contract as if the Managing Contractor was the Principal;

(b) not use Personal Information other than in connection with carrying out work under the Contract, unless required or authorised by law;

(c) not disclose, or transfer outside of Australia, Personal Information without the prior written consent of the Principal, unless required or authorised by law;

(d) ensure that its officers, employees, agents and Subcontractors do not access, use or disclose Personal Information other than in connection with carrying out work under the Contract;

(e) ensure that its Subcontractors who have access to Personal Information comply with obligations the same as those imposed on the Managing Contractor under this Clause 65;

(f) fully co-operate with the Principal to enable the Principal to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and

(g) comply with such other privacy and security measures as the Principal may reasonably require from time to time.

65.2 On request by the Principal, the Managing Contractor must obtain from its employees, officers, agents or Subcontractors carrying out work under the Contract, an executed deed of privacy in a form acceptable to the Principal.

65.3 The Managing Contractor must immediately notify the Principal on becoming aware of any breach of Clause 65.1.

65.4 This Clause 65 will survive the termination or expiry of the Contract.

65.5 In this Clause 65, "Personal Information" is information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

# ANNEXURE

This Annexure shall be read as part of the Contract.

| | |
|---|---|
| Name of the Principal (Clause 2): | The State of Queensland through the Director-General, Department of Housing and Public Works |
| Address of the Principal (Clause 10): | C/- Deputy Director-General, Public Works Level 3, 60 Albert Street Brisbane |
| Name of the Principal's Representative (Clause 2): | To be advised in the letter of acceptance of tender |
| Address of the Principal's Representative (Clause 10): | To be advised in the letter of acceptance of tender |
| Address of the Site | Millers Road, Spring Creek, QLD 4343 (Lot 240 on CA31519 |
| Date for Practical Completion (Clause 2): | 166 weeks from the date of the Letter of Acceptance for Stage 1 |
| Payments under the Contract shall be made at: | Brisbane |
| Defects Liability Period (Clause 2): | 12 months from the Date of Practical Completion |
| The amount of security (Clause 9.2): | Nil |
| The amount of retention moneys and security in lieu of retention moneys (Clause 9.5 and 9.7): | 5% of the accepted Guaranteed Construction Sum minus GST |
| The Principal's entitlement to security shall be reduced to upon issue of the Certificate of Practical Completion (Clause 9.10): | 50% |
| The Principal's entitlement to retention moneys shall be reduced to upon issue of the Certificate of Practical Completion (Clause 9.10): | 50% |
| The Principal's entitlement to representation on the PAG (Clause 13.2): | 5 delegates |
| The Managing Contractor's entitlement to representation on the PAG (Clause 13.2): | 5 delegates |
| Application of the Best Practice Principles to the Contract (Clauses 21.2, 41.7.2 and 64): | Applicable |
| Weightings for subcontractor non-priced criteria, if Best Practice Principles are applicable: (Clause 21.2.3(f)): | Best Practice Principles: 20%<br>Local Benefits: 5%<br>*(If nothing stated – Contractor to determine weightings)* |
| The party responsible for engaging the Building Certifier is (Clause 24.6): | Principal |
| The party responsible for bearing the costs of and paying any fees due and complying with the requirements of the Building Certifier is (Clause 24.6): | Principal |

| | |
|---|---|
| Occupational Health and Safety Audit (Clause 26.2): | Applicable |
| The base amount of insurance (Clause 30.4(a)): | The Guaranteed Construction Sum (or, for any Early Works directed before the Date of Commencement of Stage Two, the Principal's project construction cost estimate contained in the Project Brief) |
| The assessment for insurance purposes of the costs of demolition and removal of debris (Clause 30.4(b)): | 2.5% of the amount stated in Clause 30.4(a) |
| The assessment for insurance purposes of Consultants Fee (Clause 30.4(c)): | 5% of the amount stated in Clause 30.4(a) |
| The value of materials to be supplied by the Principal (Clause 30.4(d)): | $ Nil |
| The additional amount or percentage (Clause 30.4(d)): | 5% |
| The amount of Public Liability Insurance shall be not less than (Clause 31): | $50 million<br>*If nothing stated: $20 million* |
| The amount of Professional Indemnity Insurance shall be not less than (Clause 33): | $20 million<br>*If nothing stated: $5 million* |
| The time by which access to the Site shall be given (Clause 39.1): | Subject to agreement of the Principal |
| The time by which possession of the Site shall be given (Clause 39.1): | Subject to agreement of the Principal |
| Queensland Charter for Local Content (Clause 41.5): | Applicable |
| The Working Days shall be (Clause 44.1): | Monday to Friday |
| The Working Hours shall be (Clause 44.1): | Between the hours of 7:00 am and 6:00 pm |
| Liquidated Damages (Clause 49.4): | $50,000 per calendar day |
| Construction Bonus Percentage (Clause 56.1.1): | 25%<br>*(Maximum 30%, if nothing stated 30%)* |
| Early Completion Bonus (Clause 56.1.3): | Not Applicable |
| The amount of Early Completion Bonus (Clause 56.1.3): | Not Applicable |
| Limit of Early Completion Bonus (Clause 56.1.3): | Not Applicable |
| Time for payment claims (Clause 57.2): | Monthly |
| Unfixed plant and materials for which payment claims may be made before they are incorporated in the Works (Clause 57.7): | Not Applicable |
| The period of delay in giving access to and possession of the Site which shall be a substantial breach (Clause 59.7): | 13 weeks |

| | |
|---|---|
| The Expert (Clause 62): | To be agreed |

VS-34

# Southern Queensland Correctional Precinct – Stage 2

## Managing Contractor Tender Documents

**Project Number: 87010**

**March 2020**

### Design & Construction Management

Stage One with Option for Stage Two

(Negotiated Guaranteed Construction Sum)

### Volume 3 of 4 – Conditions of Contract - Schedules

# Managing Contractor – Design and Construction Management – Stage One with option for Stage Two

# (Negotiated Guaranteed Construction Sum)

## Volume 3 of 4 – Conditions of Contract – Schedules

Project name Southern Queensland Correctional Precinct – Stage 2

Project number 87010


© State of Queensland (Department of Housing and Public Works)

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# SCHEDULE 1

NOT USED

# SCHEDULE 2 – Approved Form of Unconditional Undertakings

***Clause 9.3***

CONTRACT for *[insert description as per letter of acceptance]* .....("the Contract") at the request of *[insert Contractor as per letter of acceptance]*.....ACN …… ("the Managing Contractor") and in consideration of *[insert Principal as per special conditions of contract annexure]*... ("the Principal") accepting this undertaking *[insert the financial institution's details]* .....ACN …… ("the Financial Institution") unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Principal to a maximum aggregate of $ .....(.....) ("the Sum").

The undertaking is to continue:

(1) until notification has been received from the Principal that the Sum is no longer required by the Principal; or

(2) until this undertaking is returned to the Financial Institution; or

(3) until payment to the Principal by the Financial Institution of the whole of the Sum.

Should the Financial Institution be notified in writing, purportedly signed by or on behalf of the Principal that the Principal desires payment to be made of the whole or any part or parts of the Sum, such notification to be delivered to any branch of the Financial Institution located within Australia, it is unconditionally agreed that the Financial Institution will make payment or payments to the Principal forthwith without reference to the Managing Contractor and notwithstanding any notice given by the Managing Contractor not to pay same.

Provided always that the Financial Institution may at any time without being required so to do pay to the Principal the Sum less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Principal and thereupon the liability of the Financial Institution hereunder shall immediately cease.

The Principal shall not assign or transfer its rights under this undertaking.

Dated at ……this……day of …… 20……

SIGNED for and on behalf of .....
*Financial Institution*

By its Attorney(s) .....
.....
*Names of Attorney(s)*

Pursuant to Power of Attorney No ..... .....
who hereby warrant that he has/they have not received *Signature of Attorney*
notification of revocation of his/their appointment.

In the presence of ..... .....
*Name of Witness* *Signature of Witness*

Branch of Issue: ..... Telephone: .....

# SCHEDULE 3 – Performance Warranty from Suppliers or Manufacturers

***Clause 12.4***

List of Items of Materials, Goods, Plant and Equipment Requiring a Performance Warranty are as contained in the table below.

All works must be fit for purpose and warranted based on the operational requirements of the project. The following list of required warranties is provided as a guide but the inclusion or exclusion of any works in this list shall in no way diminish the Managing Contractor's responsibility for warranting all works. Warranties shall be for full replacement over the entire warranty period (no depreciating warranties will be accepted).

*Should the below items also be contained in the Developed Design Submission, the longest duration warranty is to be provided.

| Item Description | Materials (years) | Installation (years) |
|---|---|---|
| All warranties contained in the Developed Design Submission Specifications and the Electronic Security Documentation | As specified | As specified |
| Kitchen Equipment | 5 | 5 |
| Roller Shutters | 5 | 5 |
| Secure Windows and Doors | 5 | 5 |
| Aluminium Windows and Doors | 10 | 10 |
| Fire Doors | 5 | 5 |
| Non-Secure Doors & Frames | 5 | 5 |
| Sealants | 10 | 5 |
| Tactiles/ Stair Nosing | 5 | 5 |
| Roofing Fall Arrest | 20 | 20 |
| Gutters & Downpipes | 20 | 20 |
| Termite Control | 2 | 2 |
| Structural & Architectural Steelwork | 10 | 10 |
| Fire Rating | 5 | 5 |
| HV Switchgear | 5 | 5 |
| Transformers | 5 | 5 |
| LV Switchboards & Control Panels | 5 | 5 |
| Pumps (excluding fire services) | 5 | 5 |
| Pumps – Fire services | 10 | 10 |
| Air handlers | 5 | 5 |
| Supply and ventilation fans | 5 | 5 |
| Chillers and chilled water systems | 3 | 3 |
| Piping | 10 | 10 |
| Underground pipework | 20 | 20 |
| Cable trays | 10 | 10 |
| Split system air conditioners | 5 | 5 |
| Water management system | 2 | 2 |
| Cooling Towers | 3 | 3 |
| Generators | 5 | 5 |
| Power Factor Correction Equipment | 2 | 2 |

## FORM OF WARRANTY

THIS DEED is made the …… day of ……. 20……

*BETWEEN:* The State of Queensland through ..... ("the Principal")

*AND:* ..... *[insert name of Managing Contractor]* of ..... *[insert address]* (hereinafter with its successors, substitutes and permitted assigns called "the Managing Contractor"), and

*AND:* The party described in Annexure, Item 1 (hereinafter with its successors, substitutes and permitted assigns called "the Warrantor")

*RECITALS:*

A. The Principal and the Managing Contractor have entered into the Contract described in Annexure, Item 2 ("the Contract") pursuant to which the Managing Contractor has agreed to perform the work described in Annexure, Item 3 ("the Works").

B. The Warrantor has agreed to supply or to supply and install the goods described in Annexure, Item 4 ("the Equipment") for the Works.

C. The Warrantor has agreed to give the warranties and indemnity herein contained to the Principal and the Managing Contractor.

*OPERATIVE:*

1. The Warrantor hereby warrants to the Principal and the Managing Contractor:

   a. that the Equipment shall be in accordance with the quality and/or standard stipulated by the specification described at Annexure, Item 8 and to the extent that the quality and/or standard is not so stipulated, shall be of merchantable quality and be fit for the purpose or purposes for which it is required; and

   b. on the terms more particularly set out in Annexure, Item 5 with respect to the Equipment.

   The above warranties shall be in addition to and shall not derogate from any warranty implied by law in respect of the Equipment.

2. The Warrantor covenants with the Principal and the Managing Contractor to replace and/or make good to the reasonable satisfaction of the Principal and the Managing Contractor but at the expense of the Warrantor, so much of the Equipment as within the period described in Annexure, Item 6 shall be found to be of a lower quality or standard than that referred to in clause 1 of this Deed or shall show deterioration to such extent that in the opinion of the Principal or the Managing Contractor the Equipment ought to be made good or replaced in order to achieve fitness for the purpose or purposes for which it is required and whether this is on account of utility, performance, appearance or otherwise.

3. The Warrantor further covenants with the Principal and the Managing Contractor to meet the cost of any work necessary to any part of the Works to enable the requirements of clause 2 of this Deed to be carried out and/or necessary to make good the Works afterwards.

4. The decision of the Principal as to:

   a. the Equipment failing to comply with quality or standard as abovementioned or otherwise failing to comply with the foregoing warranties;

   b. as to the extent of replacement and/or making good which shall be necessary to properly remedy the defects; or

   c. as to the extent of any work required under clause 2 of this Deed

   shall be notified in writing to the Warrantor and shall be final and binding upon the parties.

5. The Warrantor further covenants that, within a reasonable time after written notification to the Warrantor of a decision of the Principal or the Managing Contractor as to work required as aforesaid, the Warrantor will replace and/or make good the Equipment or parts thereof and/or meet the cost of any work required by clause 2 of this Deed, whether or not any dispute or difference exists between the parties hereto, and the Warrantor hereby agrees to indemnify and keep indemnified the Principal and the Managing Contractor against any direct loss or damages of any nature whatsoever sustained by them or either of them, directly or indirectly arising out of any breach of the warranties, covenants or other conditions hereby given by the Warrantor howsoever arising.

6. If, within the time prescribed in clause 5 of this Deed (and the Principal's decision as to what is a reasonable time in any case shall be final and binding upon the parties), the Warrantor shall fail to fully and properly carry out the work, the Managing Contractor or the Principal may carry out such work, or cause the same to be carried out, and the Warrantor hereby agrees to indemnify and keep indemnified the Managing Contractor and the Principal against all the costs and expenses of and incidental to the carrying out of the work and also against any direct loss or damages sustained by the Managing Contractor or the Principal as a result of the Warrantor's failure as aforesaid.

7. The provisions of this Deed shall come into operation in favour of the Principal and the Managing Contractor as soon as it has been executed by the Warrantor, notwithstanding that it may not have been or may not thereafter be executed by the Principal or the Managing Contractor.

8. Nothing contained in this Deed is intended to nor shall render the Principal in any way liable to the Warrantor in relation to any matters arising out of the Managing Contractor or otherwise.

9. GOVERNING LAW AND JURISDICTION

   This Deed shall be construed in accordance with the law of the State or Territory in which the Works are situated and the parties irrevocably submit to the jurisdiction of the Courts of that State or Territory.

10. NOTICES

    a. A party may give a notice required under this Deed by delivering such notice to the address provided in Annexure, Item 7. Such notice may be delivered by hand.

    b. If a party gives the notice by post the notice will be taken as given on the second business day in the place of delivery after the notice is posted.

    c. The parties may give notice of another address (within Australia) to the other party and the new address shall be the address for service of the party for the purpose of this clause.

11. NON REVOCATION OF POWER OF ATTORNEY

    Each of the Attorneys executing this Deed states that at the time of execution of this Deed, he has received no notice of revocation of the Power of Attorney pursuant to which he has executed this Deed.

12. EXECUTION AS A DEED

    The parties agree that this instrument is and shall operate as a Deed.

**ANNEXURE**

| | | |
|---|---|---|
| Item 1 | The Warrantor: | ..... |
| Item 2 | The Contract (Recital A): | ..... |
| Item 3 | The Works (Recital A): | ..... |
| | | ..... |
| Item 4 | The Equipment (Recital B): | ..... |
| | | ..... |
| Item 5 | Detailed Warranty of Warrantor (Clause 1): | ..... |
| | | ..... |
| Item 6 | Period of Years (Clause 2): | …… years from the Practical Completion of the Works as defined in the Contract |
| Item 7 | Address for notices (Clause 10): | ..... |
| | | ..... |
| Item 8 | Details of Specification (Clause 1): | ..... |
| | | ..... |
| | | ..... |
| | | ..... |
| | | ..... |
| | | ..... |
| | | ..... |

**EXECUTED AS A DEED:**

**EXECUTED**

on the ……day of ……. 20…… by

| | |
|---|---|
| ..... | ..... |
| *Managing Contractor* | *ACN* |

in accordance with s.127 of the *Corporations Act 2001*

| | |
|---|---|
| ..... | ..... |
| *Name of Director* | *Signature of Director* |
| ..... | ..... |
| *Name of Director / Secretary* | *Signature of Director / Secretary* |

**EXECUTED**

on the ……day of ……. 20…… by

| | |
|---|---|
| ..... | ..... |
| *Warrantor* | *ACN* |

in accordance with s.127 of the *Corporations Act 2001*

| | |
|---|---|
| ..... | ..... |
| *Name of Director* | *Signature of Director* |
| ..... | ..... |
| *Name of Director / Secretary* | *Signature of Director / Secretary* |

**SIGNED, SEALED AND DELIVERED**

on the ……day of ……. 20……

for and on behalf of the Principal by an authorised officer

| | |
|---|---|
| ..... | ..... |
| *Name of authorised officer* | *Signature of authorised officer* |

in the presence of:

| | |
|---|---|
| ..... | ..... |
| *Name of Witness* | *Signature of Witness* |

# SCHEDULE 4 – Consultant's Deed of Obligation

***Clause 18.7***

THIS DEED is made on the …… day of ……. 20……

*BETWEEN:* The State of Queensland through .....("the Principal"),

*AND:* ..... *[insert name of Managing Contractor]* of ..... *[insert address]* (hereinafter with its successors, substitutes and permitted assigns called "the Managing Contractor"),

*AND:* The party described in Annexure, Item 1 ("the Consultant").

*RECITALS:*

A. The Principal and the Managing Contractor have entered into the Contract described in Annexure, Item 2 ("the Managing Contractors Contract") to effect certain works, brief particulars of which are set out in Annexure, Item 3 ("the Works").

B. The Consultant has been engaged by the Managing Contractor pursuant to the Contract described in Annexure, Item 4 ("the Consultant Agreement") to provide services in respect of: .....
.....
.....
*[INSERT from the following - Design Work, Documentation Work, Construction Work,]* as those terms are defined in the Managing Contractor's Contract and brief particulars of which are set out in Annexure, Item 5 and which works form part of the Works.

C. Pursuant to the Managing Contractor's Contract the Managing Contractor must ensure that the ownership of and copyright in all drawings and documents comprising or to comprise the Developed Design and Subcontract Construction Documentation shall vest absolutely in the Principal upon their creation.

D. The Consultant has agreed to assign to the Principal the copyright in the material and to consent to any use of the material which might be inconsistent with any Moral Rights (as defined herein) of the Consultant or any of its servants or agents.

*OPERATIVE:*

The parties agree:

## 1. DEFINITIONS AND INTERPRETATION

In this Deed, unless the context requires otherwise:

(a) "this Deed" means this document and includes its Annexures and annexure (if any).

(b) "Contract Materials" means any work produced in the course of performing the Contract.

(c) "Moral Rights" are the moral rights granted to creators under the *Copyright Act 1968* (Cth) and any similar rights existing under foreign laws.

(d) words importing the singular number includes the plural number and vice versa; and

(e) references to any party to or in this Deed or in any other document include its successors, substitutes and permitted assigns.

## 2. COPYRIGHT

2.1. The ownership of and copyright in all Contract Materials shall vest absolutely in the Principal upon their creation.

2.2. To the extent that copyright in or relating to the Contract Materials is not capable of being vested in the Principal because the Consultant does not own the copyright, the Consultant shall ensure that the Principal is irrevocably licensed to use the relevant Contract Materials.

2.3. To the extent that the Consultant has Moral Rights in any Contract Materials, the Consultant:

(a) waives those Moral Rights to the extent permitted by law; and

(b) unconditionally consents to any use contemplated by the nature of this Deed and any reproduction, publication, adaptation or communication to the public of the material or on behalf of the Principal.

2.4. To the extent that any person other than the Consultant has Moral Rights in Contract Materials the Consultant acknowledges and agrees that:

(a) for existing materials it has used its best endeavours to obtain or procure; and

(b) for new materials coming into existence in the course of performing the consultancy services, it will use its best endeavours to obtain or procure prior to or immediately on creation,

all consents or waivers from the individual creator necessary to ensure that the Principal may do or authorise any acts or omissions in relation to the material without infringing any Moral Rights therein.

2.5. Upon being requested to do so by the Principal's Representative, the Consultant will produce to the Principal's Representative, all consents and waivers required by this clause to the extent available and will advise the Principal's Representative of any consents or waivers the Consultant has been unable to procure.

2.6. The Consultant indemnifies the Principal for all loss, damage, costs, claims or demands arising out of the Contract Materials infringing any patent, copyright, moral right, registered design, trademark or name or other protected right. However, the Consultant's liability to indemnify the Principal shall be reduced proportionally to the extent that an act or omission of the Principal or the employees, agents or other contractors of the Principal contributed to the loss, damage, costs, claims or demands.

2.7. The Principal grants to the Consultant a paid up, non-exclusive, irrevocable license to use the copyright in all material created by the Consultant in respect of the Works that has been vested in the Principal pursuant to clause 2.1, on the condition that the Consultant:

(a) does not breach its obligations under this Deed; and

(b) indemnifies and holds harmless the State of Queensland and its officers, servants and agents from and against all loss, damage, costs, claims and demands, whatsoever and howsoever arising out of the Consultant's use of the copyright material or any part thereof, which may be brought or made against any of them by any person.

2.8. The Consultant shall not be liable for any changes, subtractions or additions to the material created by the Consultant with respect to the Works or other subject matter produced during the performance of or as a result of the Services, or any part of any such works or subject matter made, without the express approval of the Consultant, but only to the extent of such changes, subtractions or additions.

2.9. The Consultant shall retain the copyright in any original ideas, equipment, processes or systems created outside the terms of the Consultancy Agreement and used in carrying out the consultancy services. The Consultant shall grant or cause to be granted to the Principal a paid up, non-exclusive, irrevocable license to use such original ideas, equipment, processes or systems for any purpose for which the consultancy services are provided.

## 3. DUTY OF CARE

3.1. The Consultant hereby acknowledges and agrees to the Principal that it:

(a) has the necessary expertise to perform the services in Annexure, Item 5 to the standard of skill, care and diligence expected of a competent design professional; and

(b) will exercise skill, care and diligence in performing the services in Annexure, Item 5 to the standard of skill, care and diligence expected of a competent design professional.

3.2. The Consultant further acknowledges that the Principal will be relying upon the skill, care and diligence of the Consultant in performing the services referred to in Recital B and in issuing reports and certificates.

## 4. FURTHER ASSURANCES

The Managing Contractor and the Consultant undertake upon request by the Principal to execute all documents and do all things necessary to give effect to the terms of this Deed.

## 5. ASSIGNMENT

5.1. The Principal may, at any time, by notice in writing to the Managing Contractor and the Consultant, assign all or any of its rights under this Deed to any government or statutory entity identified in the notice ("the assignee").

5.2. The Managing Contractor and the Consultant acknowledge and agree that from the date of any notice given by the Principal pursuant to this clause, any assignment by the Principal takes effect as if the assignee had been originally named as a party to this Deed in place of the Principal.

5.3. The Managing Contractor and the Consultant must not, without the prior written approval of the Principal, and except on such terms and conditions as are determined in writing by the Principal, assign all or any part of this Deed.

## 6. GOVERNING LAW AND JURISDICTION

This Deed shall be construed in accordance with the law of the State of Queensland and the parties irrevocably submit to the jurisdiction of the Courts of the State of Queensland.

## 7. NOTICES

7.1. A party may give a notice required under this Deed by delivering such notice to the address provided in Annexure, Item 6. Such notice may be delivered by hand.

7.2. If a party gives the notice by post the notice will be taken as given on the second business day in the place of delivery after the notice is posted.

7.3. The parties may give notice of another address (within Australia) to the other party and the new address shall be the address for service of the party for the purpose of this clause.

## 8. NON REVOCATION OF POWER OF ATTORNEY

Each of the Attorneys executing this Deed states that at the time of execution of this Deed, no notice of revocation of the Power of Attorney pursuant to which this Deed has been executed has been received.

**ANNEXURE**

| | | |
|---|---|---|
| Item 1 | Name and Address of Consultant: | ..... |
| | | ..... |
| | | ..... |
| Item 2 | Details of Managing Contractors Contract (Recital A): | Project Description: ..... |
| | | Date: ..... |
| | | Parties: ..... |
| | | ..... |
| | | ..... |
| | | ..... |
| Item 3 | Brief description of the Works (Recital A): | ..... |
| | | ..... |
| Item 4 | The Consultant Agreement (Recital B): | ..... |
| | | ..... |
| Item 5 | Brief description of the Services (Recital B): | ..... |
| | | ..... |
| Item 6 | Address for notices (Clause 7.1): | ..... |
| | | ..... |
| | | ..... |
| | | ..... |

Executed by the parties as a Deed.

**EXECUTED AS A DEED:**

**EXECUTED**

on the ……day of …….. 20…… by

| | |
|---|---|
| ..... | ..... |
| *Managing Contractor* | *ACN* |

in accordance with s.127 of the *Corporations Act 2001*

| | |
|---|---|
| ..... | ..... |
| *Name of Director* | *Signature of Director* |
| ..... | ..... |
| *Name of Director / Secretary* | *Signature of Director / Secretary* |

**EXECUTED**

on the ……day of …….. 20…… by

| | |
|---|---|
| ..... | ..... |
| *Consultant* | *ACN* |

in accordance with s.127 of the *Corporations Act 2001*

| | |
|---|---|
| ..... | ..... |
| *Name of Director* | *Signature of Director* |
| ..... | ..... |
| *Name of Director / Secretary* | *Signature of Director / Secretary* |

**SIGNED, SEALED AND DELIVERED**

on the ……day of …….. 20……

for and on behalf of the Principal by an authorised officer

| | |
|---|---|
| ..... | ..... |
| *Name of authorised officer* | *Signature of authorised officer* |

in the presence of

| | |
|---|---|
| ..... | ..... |
| *Name of Witness* | *Signature of Witness* |

# SCHEDULE 5 – Minimum Consultancy Services

***Conditions of Contract – Clause 18 and Conditions of Tender – Clause 7.12***

Refer to Volume 4 – Project Brief – Attachment 7 for minimum consultancy services requirements.

# SCHEDULE 6 – Notice of Acceptance of a Subcontract Tender including Warranties and Indemnity

***Clause 21.2***

Name of Principal's Representative: .....

Address of Principal's Representative: .....

.....

Re: *[project description]* .....

.....

This is a notice pursuant to Clause 21.2 of the Conditions of Contract.

In respect of the subcontract for: ..... *[Insert description of work under the subcontract]*

be advised that the tender submitted by:..... *[Insert name of successful subcontract tenderer]*

of .....*[Insert address of successful subcontract tenderer]* has been accepted.

The relevant details, in accordance with Clause 21.2 of the Conditions of Contract, are:

| | |
|---|---|
| The subcontract sum which appeared on the notice of acceptance. | $..... |
| The Date of acceptance of the tender which appeared on the notice of acceptance. | ……/……/20…… |
| The time for commencement of the work. | |

The Managing Contractor has complied with the requirements of Clause 21.2 of the Conditions of Contract, including without limitation, the Managing Contractor's obligations to procure subcontracts in accordance with the requirements of the Government's Queensland Procurement Policy, including the Best Practice Principles, and to evaluate subcontract tenders against the Best Practice Industry Conditions.

The Managing Contractor hereby re-affirms the warranties and indemnities given to the Principal pursuant to Clause 21.2.14 of the Conditions of Contract.

I, the undersigned, am in a position to know the facts contained herein and I am duly authorised by the Managing Contractor to provide this notice pursuant to the terms of the Contract on the Managing Contractor's behalf.

..... .....

*Signature of Managing Contractor's Representative* *Signature of witness*

..... .....

*Name of Managing Contractor's Representative* *Name of witness*

……/……/20……

# SCHEDULE 7 – Statutory Declarations

## Statutory Declaration by Managing Contractor

***Clause 58.2***

*Oaths Act 1867*

Queensland
To Wit

I, ..... of .....
.....

in the State of Queensland, do solemnly and sincerely declare that, in relation to the Contract between the State of Queensland through .....("the Principal") and
.....("the Managing Contractor") for
.....("the Contract").

(1) I hold the position of ..... I am in a position to know the facts contained herein and to bind the Managing Contractor by the terms of this declaration, and I am duly authorised by the Managing Contractor to make this declaration on its/his behalf.

(2) All Subcontractors of the Managing Contractor have been paid all that is due and payable to them up to the date of submission by the Managing Contractor of Progress Claim No …… in respect of their part of the work under the Contract.

(3) All Consultants of the Managing Contractor have been paid all that is due and payable to them up to the date of the submission by the Managing Contractor of Progress Claim No …… in respect of their part of the work under the Contract.

(4) All the Managing Contractor's workers who at any time have been engaged on work under the Contract by the Managing Contractor have been paid, in accordance with the Managing Contractor's obligations in relation to the Best Practice Principles and the Best Practice Industry Conditions, all moneys due and payable to them up to the date of submission by the Contractor of Progress Claim No …….

(5) Any sub subcontractors performing work under the Contract have been approved by the Principal's Representative in accordance with Clause 21.2.23.

(6) The Site Personnel Register maintained in accordance with Clause 41.6 of the Contract is current and correct.

(7) All subcontractors and sub subcontractors performing work under the Contract have been informed of the existence of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld).

(8) The Managing Contractor has fulfilled or complied with:

(a) the commitments made in its tender for the work under the Contract; and

(b) the obligations imposed on it under the Contract,

relating to the local benefits test contained in the Queensland Procurement Policy, the Best Practice Principles and the Best Practice Industry Conditions, (as those terms are defined in the Contract).

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the ***Oaths Act 1867***.

..... .....

*Name of Managing Contractor* *Signature of Managing Contractor*

Taken and declared before me at .....

in the State of

.....

this ……. day of ……. 20……

.....

*A Justice of the Peace/ Legal Practitioner/ Commissioner of Declarations*

## Statutory Declaration by Subcontractor

***Clause 58.2***

*Oaths Act 1867*

Queensland
To Wit
I, ..... of .....
.....
in the State of Queensland, do solemnly and sincerely declare that, in relation to the Contract between the State of Queensland through ..... ("the Principal") and
.....("the Managing Contractor") for
.....("the Contract").

(1) I hold the position of .....I am in a position to know the facts contained herein and to bind the Subcontractor by the terms of this declaration, and I am duly authorised by the Subcontractor to make this declaration on its behalf.

(2) All the Subcontractor's workers who at any time have been engaged on work under the Contract by the Subcontractor have been paid in accordance with the Subcontractor's obligations in relation to the Best Practice Principles and the Best Practice Industry Conditions, all moneys due and payable to them up to the date of submission by the Managing Contractor of Progress Claim No ……

(3) All subcontractors of the Subcontractor have been paid all that is due and payable to them up to the date of submission by the Managing Contractor of Progress Claim No …… in respect of their part of the work under the Contract.

(4) All sub subcontractors performing work under the Contract have been informed of the existence of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld).

(5) The Subcontractor has fulfilled or complied with:

(a) the commitments made in its tender for the subcontract work; and

(b) the obligations incorporated in the Subcontract,

relating to the local benefits test contained in the Queensland Government's Queensland Procurement Policy and the best practice principles contained in the Queensland Government guidelines document titled "Best practice principles; Quality, safe workplaces" (Version 1.0 August 2018) and the Best Practice Industry Conditions.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the ***Oaths Act 1867***.

| | |
|---|---|
| ..... | ..... |
| *Name of Subcontractor* | *Signature of Subcontractor* |
| Taken and declared before me at | ..... |
| | in the State of |
| | ..... |
| | this ……. day of ……. 20… |
| | ..... |
| | *A Justice of the Peace/ Legal Practitioner/ Commissioner of Declarations* |

# SCHEDULE 8 – Queensland Government Building and Construction Training Policy

***Clause 41.4***

**Privacy Statement – The Queensland Government Building and Construction Training Policy**

This Privacy Statement is to be provided to each participant on an eligible Queensland Government funded Building and Civil Construction project to comply with the *Information Privacy Act 2009* (Qld).

The Queensland Government Building and Construction Training Policy (the Training Policy) requires that a minimum of 10 per cent of the total labour hours on eligible Queensland Government building or civil construction projects be undertaken by apprentices and/or trainees and through other workforce training. Contractors are required to provide evidence of compliance with the Training Policy, and this information will ultimately be considered in any review of their eligibility to tender for future government work.

The Department of Employment, Small Business and Training (DESBT) requires that contracted organisations collect personal information from participants including:

| | |
|---|---|
| Apprentice or Trainee | Registration ID<br>Name<br>Engaged as Apprentice or Trainee<br>Employer<br>Indigenous status<br>Total hours |
| Cadet<br>Undergraduate<br>Employee<br>Student<br>Indigenous Employee | First & surname name<br>Engaged as Cadet/Undergraduate/ Tradesperson/ Non-Tradesperson/ Prevocational Student (SWL)<br>Indigenous status<br>Total Hours |

Contracted organisations must provide this information to Construction Skills Queensland (CSQ), as CSQ administers contractor compliance data on behalf of the Queensland Government, through the Training Policy Administration System (TPAS).

CSQ will consider the information and determine if there is non-compliance with the Training Policy by the contracted organisation. If CSQ determines that there is non-compliance with the Training Policy, personal information may be provided to DESBT, the State Government agency procuring the project or the designated Principal Contractor.

Annual performance reports regarding a contractor's compliance with the policy will be provided by DESBT to the Director-General of each Queensland Government agency.

Records collected will be treated as a public record and will be retained as required by the *Public Records Act 2002* (Qld). For the term that the record is maintained, CSQ will only use this information to administer the Training Policy on the Queensland Government's behalf.

Only authorised officers will have access to this information and personal information will not be disclosed to any other third party without consent unless authorised or required under law.

A person may apply to access their personal information stored. Should a person have any queries regarding the information held about themselves, including if they think that the personal information held is incorrect in any way, or is out of date, please CSQ at [redacted] or on 1800 798 488.

# SCHEDULE 9 – Variation in Rates of Exchange and Duty

***Clause 55.2***

Costs inserted in the Schedule are costs on the date the Managing Contractor's GCS Offer was submitted.

| A | B | C | D | E |
|---|---|---|---|---|
| Description of goods obtained from overseas | Cost free on board at overseas port from which despatched $AUD | Duty payable expressed as a percentage of the Column B cost | Duty Payable (Column B multiplied by Column C percentage) $AUD | Total included in Tender (Column B + Column D) $AUD |
| | $ | % | $ | $ |

Signed .....

Date …/…/……

**EXAMPLE CALCULATION**

| A | B | C | D | E |
|---|---|---|---|---|
| Description of goods obtained from overseas | Cost free on board at overseas port from which despatched $AUD | Duty payable expressed as a percentage of the Column B cost | Duty Payable (Column B multiplied by Column C percentage) $AUD | Total included in Tender (Column B + Column D) $AUD |
| Chiller | $100,000 | 10% | $10,000 | $110,000 |

Exchange rate on the date the Managing Contractor's GCS Offer was submitted AUD$1 = £0.3800

Exchange rate as applied at the time of payment of the invoice by the Managing Contractor AUD$1 = £0.4200.

Duty paid at the time of payment of the invoice by the Managing Contractor = 15%

**The Calculation**

1. Adjustment to GCS for variation in rates of exchange for and the goods = $\frac{0.3800 - 0.4200}{0.4200} \times \$100,000$ = ($9,523.81)
2. Adjustment to GCS for variation in duty = (($100,000 - $9,523.81) x 15%) - $10,000 = $3,571.43
3. Hence the total adjustment to the GCS in relation to the Chiller = ($9,523.81) + $3,571.43 = ($5,952.38)

# SCHEDULE 10 – Deed of Guarantee and Indemnity

***Clause 9.13***

**THIS DEED OF GUARANTEE AND INDEMNITY** is made on ……. day of ……..…20……

*BETWEEN:* the Group Companies identified in Annexure, Item 1 ("the Group Companies");

*AND:* the Trustee identified in Annexure, Item 3 ("the Trustee");

*AND:* The State of Queensland through ..... ("the Principal")

*RECITALS:*

A. The company identified in Annexure, Item 2 ("the Contractor") is involved in various trading activities, including construction.

B. The Group Companies have agreed to guarantee and indemnify the Principal and Creditors in respect of the liabilities of the Contractor pursuant to and in respect of a Contract with the Principal ("the Contract") for the ..... *[insert project description]* ("the Project").

C. Each of the Group Companies consider that they will derive a commercial benefit from providing the guarantee and indemnity contained in this Deed.

*THIS DEED PROVIDES:*

## 1. INTERPRETATION

### 1.1. DEFINITIONS

In this Deed, unless the context otherwise requires:

"Associate" has the meaning given by Division 2 of Part 1.2 of the *Corporations Act 2001* (Cth);

"Assumption Deed" means a Deed executed pursuant to clause 10 by which a further company or companies may be joined as a Group Company to this Deed of Guarantee and Indemnity;

"Contractor's Obligations" means any obligations or liabilities of the Contractor in respect of the Project to the Principal or to any Creditor (present or future, actual or contingent) howsoever arising;

"Corporations Act" means the *Corporations Act 2001* (Cth) and any regulations or instruments made under that Act, as amended from time to time;

"Creditor" means a person (whether now ascertained or ascertainable or not) other than a Group Company to whom now or at any future time:

(a) a Debt is or may at any future time be or become payable by the Contractor; or

(b) the Contractor's Obligations (whether now existing or not) are or may at any future time be or become owing,

in respect of the Project.

"Debt" means any monetary sum which is or may at any future time be or become payable by the Contractor in respect of the Project to a Creditor for any reason, in any capacity, and:

(a) whether the Contractor is liable alone, jointly, severally, or jointly and severally;

(b) whether the sum is payable as a debt as damages or on any legal or equitable basis whatsoever;

(c) whether the Contractor is liable as principal debtor, surety or otherwise;

(d) whether the amount is payable or owing to, or payable, advanced or paid by, the Creditor alone or with any other person;

(e) whether the Creditor is entitled for its own account or that of another person;

(f) whether or not the amounts were of a type originally contemplated by the parties; and

(g) whether the Creditor is the person originally entitled to payment of the sum or is an assignee of such person and:

(i) whether or not the Group Companies or the Contractor consented to, or knew of, any assignment; and

(ii) no matter when any assignment occurred;

providing that any assignment is permitted by the relevant agreement between the Contractor and the Creditor and the assignment has been undertaken in accordance with the relevant agreement;

"Final Certificate" means the Final Certificate under the Contract in respect of the Project;

"Group Company" means (until this Deed of Guarantee and Indemnity ceases to apply to that company by virtue of a Revocation Deed Poll under clause 5.2):

(a) any one of the companies listed in Annexure, Item 1; and

(b) any company joined to this Deed of Guarantee and Indemnity by the execution of an Assumption Deed;

"Group Company's Obligations" means the obligations of each Group Company under this Deed of Guarantee and Indemnity;

"Guarantee" means any guarantee, indemnity, letter of credit, performance bond or legally enforceable undertaking or obligation:

(a) to pay or to provide funds (including by the purchase of any property) in or to enable the payment or discharge of;

(b) to indemnify against the consequences of default in the payment of; or

(c) otherwise to be responsible for,

any obligation (whether or not it involves the payment of money) or indebtedness, or otherwise to be responsible for the solvency or financial condition, of any person;

"Revocation Deed Poll" means a deed poll executed in accordance with clause 5.2 by virtue of which this Deed of Guarantee and Indemnity ceases to apply to one or more of the Group Companies;

"Security Interest" means:

(a) a mortgage, pledge, lien, charge, assignment by way of security, hypothecation, secure interest, title retention arrangement, preferential right, trust arrangement or other arrangement having the same or equivalent commercial effect as a grant of security; or

(b) an agreement to create or give any arrangement referred to in paragraph (a) of this definition; and

"Trust" means the trust described in clause 4.

1.2. **GENERAL**

In this Deed:

(a) headings are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Deed;

and unless the context indicates a contrary intention:

(b) a reference to any legislation or legislative provision include any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation under that legislation or legislative provision;

(c) words importing the plural number include the singular and vice versa;

(d) a reference to an individual or person includes a corporation, firm, partnership, joint venture, association, authority, trust, state or government or vice versa;

(e) a reference to any gender includes all genders;

(f) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Deed of Guarantee and Indemnity;

(g) a reference to any party to this Deed of Guarantee and Indemnity or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;

(h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and

(i) a reference to “bankruptcy” or “winding up” includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under administration (as defined in section 9 of the Corporations Act) and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction, and to the procedures, circumstances and events which constitute any of those conditions or matters.

## 2. GUARANTEE

2.1. Each Group Company covenants with the Trustee for the benefit of each Creditor and the Principal that each Group Company unconditionally guarantees to each Creditor and the Principal:

(a) the due and punctual payment of any Debt by the Contractor in accordance with the terms of any agreement between the Creditor and the Contractor and otherwise as required by law; and

(b) the due and punctual performance by the Contractor of the Contractor's Obligations in accordance with the terms of the Contract and any agreement between the Creditor and the Contractor and otherwise as required by law.

2.2. The Principal may, by notice in writing to the Group Companies, require the Group Companies to forthwith cause the performance of any or all of the Contractor’s Obligations, including the performance of the work under the Contract. The Group Companies agree to forthwith comply with such request, and for this purpose to satisfy any legal requirements, including, without limitation, any requirements of the *Queensland Building and Construction Commission Act 1991* (Qld).

## 3. INDEMNITY

Each Group Company agrees with the Principal and with the Trustee for the benefit of each Creditor that as a separate and additional covenant each Group Company agrees to unconditionally indemnify, and keep indemnified, the Principal and each and every Creditor against any loss or damage suffered as a result of:

(a) any delay in the payment of any Debt by the Contractor in accordance with the terms of any agreement between the Creditor and the Contractor and otherwise as required by law;

(b) any breach by the Contractor of the Contractor’s Obligations in accordance with the terms of the Contract and any agreement between the Creditor and the Contractor and otherwise as required by law;

(c) the Contractor's Obligations being unenforceable, or disclaimed by a liquidator or trustee in bankruptcy, in whole or in part;

(d) a Debt, in whole or in part being unrecoverable from the Contractor or having been recovered are repaid and restored.

The Principal shall be obliged to take reasonable steps to mitigate any loss and damage arising out of any breach by the Contractor of the Contractor's obligations and the indemnity provided by the Group Company pursuant to this clause 3 shall be limited to the extent that the Principal does not take reasonable steps to mitigate its loss or damage.

## 4. BENEFIT OF COVENANTS HELD ON TRUST

The Trustee and each Group Company acknowledges that the Trustee holds the benefit of the covenants of each Group Company made pursuant to this Deed of Guarantee and Indemnity upon trust for each Creditor.

## 5. CONTINUING GUARANTEE AND REVOCATION

5.1. **Continuing Guarantee and Indemnity**

The Group Companies agree with the Principal and with the Trustee for the benefit of each Creditor that this Deed of Guarantee and Indemnity may not be revoked or released except as expressly permitted by this Deed of Guarantee and Indemnity.

5.2. **Revocation**

The Group Companies which are from time to time parties to this Deed of Guarantee and Indemnity may revoke this Deed of Guarantee and Indemnity by executing a Revocation Deed Poll provided that:

(a) the Revocation Deed Poll is not executed before:

(i) the date that is 6 months after the date of the Final Certificate;

(ii) the final determination or settlement of all disputes (if any) between the Contractor and the Principal and between the Contractor and all Creditors which arose prior to the date which is 6 months after the date of the Final Certificate,

whichever is later.

(b) the Revocation Deed Poll is conditional upon none of the Group Companies becoming subject to a bankruptcy or winding up within six months following the execution of the Revocation Deed Poll; and

(c) the Revocation Deed Poll only releases any Group Company in respect of liability arising or accruing from this Deed of Guarantee and Indemnity after the execution of the Revocation Deed Poll.

## 6. TRUSTEE'S OBLIGATIONS

6.1. The only obligations of the Trustee are:

(a) to act as bare trustee for the benefit of each Creditor of the covenants of each Group Company contained in this Deed of Guarantee and Indemnity;

(b) on request, to assign to any Creditor the benefit of this Deed of Guarantee and Indemnity insofar as it benefits that Creditor;

(c) not to unreasonably withhold its consent upon receipt of a request from any Creditor to permit its name to be used in any demand or notice made or given by or legal proceedings brought by any Creditor seeking to enforce the benefit of this Deed of Guarantee and Indemnity (in which case the Creditor must fully indemnify the Trustee for any liability for legal costs arising in relation to such demand notice or legal proceedings);

(d) on request, to lodge in its name on behalf of any Creditor or Creditors a proof of debt in the winding up of a Group Company of a claim under this Deed of Guarantee and Indemnity.

6.2. The Trustee has no duty to supervise or monitor any Group Company or to claim or pursue any Debt or, except as provided in clause 6.1, to enforce this Deed of Guarantee and Indemnity.

6.3. The Trustee is hereby indemnified by the Group Companies and each of them jointly and severally in respect of anything done by the Trustee (other than for acts or omissions which are a result of the Trustee's fraud, negligence or breach of trust) pursuant to this Deed of Guarantee and Indemnity.

6.4. The Trustee may retire and appoint a new Trustee, provided that the new Trustee:

(a) is not an Associate of the Contractor or any Group Company;

(b) has the capacity to fulfil the obligations of the Trustee under this Deed of Guarantee and Indemnity; and

(c) is approved by the Principal.

6.5. The Trustee enters into this Deed of Guarantee and Indemnity only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Deed of Guarantee and Indemnity is limited to and can be enforced against the Trustee only to the extent to which it can be satisfied out of property of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite any other provision of this Deed of Guarantee and Indemnity and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed of Guarantee and Indemnity.

6.6. The parties other than the Trustee may not sue the Trustee in any capacity other than as trustee of the Trust, including seek the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of the Trust).

6.7. The provisions of this clause 6 shall not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because under the trust deed establishing the Trust or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.

6.8. It is acknowledged that the manager of the Trust is responsible under the trust deed establishing the Trust for performing a variety of obligations relating to the Trust, including under this Deed of Guarantee and Indemnity. No act or omission of the Trustee (including any related failure to satisfy its obligations or breach of representation or warranty under this Deed of Guarantee and Indemnity) will be considered fraud, negligence or breach of trust of the Trustee for the purpose of clause 6.7 to the extent to which the act or omission was caused or contributed to by any failure by the manager or any other person to fulfil its obligations relating to the Trust or by any other act or omission of the manager or any other person.

6.9. No attorney, agent, receiver or receiver and manager appointed in accordance with this Deed of Guarantee and Indemnity has authority to act on behalf of the Trustee in a way which exposes the Trustee to any personal liability and no act or omission of any such person will be considered fraud, negligence or breach of trust of the Trustee for the purpose of clause 6.7.

6.10. The Trustee is not obliged to do or refrain from doing anything under this Deed of Guarantee and Indemnity (including incur any liability) unless the Trustee's liability is limited in the same manner as set out in clauses 6.5 to 6.7.

## 7. GROUP COMPANIES' OBLIGATIONS

### 7.1. Principal Obligations

(a) Each Group Company agrees with the Principal and with the Trustee for the benefit of each Creditor that the Group Company's Obligations:

(i) are principal obligations and not ancillary or collateral to any other obligations; and

(ii) may be enforced against any or all of the Group Companies without a Creditor being required to exhaust any remedy it may have against the Contractor or to enforce any Guarantee or Security Interest it may hold with respect to any of the Contractor's Obligations.

(b) Each Group Company agrees with the Principal and with the Trustee for the benefit of each Creditor that no Creditor is under any obligation to:

(i) give notice to any Group Company of any amendment of any agreement, Guarantee, Security Interest or other instrument giving rise to a Debt or to the Contractor's Obligations or of any breach of any such instrument; or

(ii) enforce this Deed of Guarantee and Indemnity against all of the Group Companies, but may in its absolute discretion proceed against any or all of them.

7.2. **Unconditional Nature of Obligations**

Each Group Company agrees with the Principal and with the Trustee for the benefit of each Creditor that the liability of each Group Company under this Deed of Guarantee and Indemnity is not affected by anything which but for this provision might operate to release or otherwise exonerate it from the Group Company's Obligations in whole or in part, including without limitation, any one or more of the following (whether or not done or occurring by or with the consent of the Creditor or with the knowledge or consent of any Group Company):

(a) the grant to the Contractor, a Group Company or any other person at any time, waiver or other indulgence or the discharge or release of the Contractor, a Group Company or any other person;

(b) any transaction or arrangement that may take place between a Creditor and the Contractor, a Group Company or any other person;

(c) the winding up or bankruptcy or death of, or appointment of an administrator to, the Contractor, a Group Company or any other person;

(d) the fact that a Creditor or any other person takes or fails to take any other Guarantee or Security Interest;

(e) any other person becoming a guarantor of the Contractor's Obligations or liabilities;

(f) the fact that a Creditor or any other person exercises or refrains from exercising any other Guarantee or Security Interest or any other rights, powers or remedies against the Contractor, a Group Company or any other person;

(g) the amendment, variation (including a variation which increases the Debt or the Contractor's Obligations), replacement, extinguishment, unenforceability, failure, loss, release, discharge, abandonment, assignment or transfer either in whole or in part of any agreement or document relating to the Contractor's Obligations including any other Guarantee or Security Interest now or in the future held by a Creditor from any person;

(h) the Contractor's Obligations or a Group Company's Obligations or the obligations of any other person under any agreement or document relating to the Contractor's Obligations or a Group Company's Obligations including any other Guarantee or Security Interest, being or becoming wholly or partly illegal, void, voidable, unenforceable or disclaimed by a liquidator or trustee in bankruptcy;

(i) the failure or omission by a Creditor to give notice to the Group Companies of any default by the Contractor or any other person;

(j) any legal limitation, disability, incapacity or any other circumstance relating to the Contractor, any Group Company or any other person;

(k) the fact that any Group Company who is intended to be bound as a guarantor or surety in respect of the Contractor's Obligations does not become bound or, having done so, ceases to be so bound;

(l) any acquiescence, delay, acts, omissions or mistake on the part of, or suffered by a Creditor or any other person, in relation to this Deed of Guarantee and Indemnity or any other Guarantee, Security Interest, agreement or negotiable instrument;

(m) a Creditor becoming a party to any compromise, assignment of property or scheme of arrangement or composition of debts or scheme of reconstruction by or relating to the Contractor or any Group Company or any other person or the acceptance by a Creditor of any dividend or sum of money under such a compromise, assignment or scheme;

(n) a Creditor obtaining a judgment against the Contractor, any Group Company or any other person for the payment of any Debt;

(o) any collateral rights or obligations which may exist between the Contractor and any Group Company and any variation or avoidance of any such collateral rights or obligations;

(p) the winding up of any Group Company or of any surety of any Group Company;

(q) if the Contractor or a Group Company is a member of any partnership, any change in the membership of that partnership;

(r) if the Contractor or a Group Company is a Trustee, any breach of trust or any variation of the terms of the trust, or its determination;

(s) assent by a Creditor to any assignment to trustees for the benefit of creditors under any scheme or deed or arrangement of the Contractor whether with or without the winding up of the Contractor;

(t) assent by a Creditor to the appointment of a receiver or administrator of the Contractor; or

(u) any release, discharge or dealing by a Creditor with any property whether real or personal comprised in any Security Interest held from the Contractor.

7.3. **Further Waiver**

Each Group Company agrees with the Principal and with the Trustee for the benefit of each Creditor that:

(a) no failure or delay of a Creditor to exercise any right given to it under this Deed of Guarantee and Indemnity, or to insist on strict compliance by the Contractor or any Group Company with any obligation in respect of any Debt or the Contractor's Obligations under this Deed of Guarantee and Indemnity, and no custom or practice of a Creditor or the Contractor or a Group Company at variance with the terms of this Deed of Guarantee and Indemnity, will constitute a waiver or variation of each Creditor's right to demand exact compliance with the terms of this Deed of Guarantee and Indemnity;

(b) any delay or omission of any Creditor to exercise any right arising from a breach of any obligation by the Contractor will not affect or prejudice any Creditor's rights arising from such breach, or any subsequent breach, or the continuance of any breach;

(c) no waiver shall be effective against any Creditor unless it is in writing and signed by the Creditor; and

(d) any waiver by any Creditor of any particular breach by the Contractor of the Contractor’s Obligations will not affect or prejudice any Creditor's rights in respect of any subsequent breach of the same or of a different nature.

7.4. **Timing of Payment**

All amounts which a Group Company is liable to pay under this Deed of Guarantee and Indemnity must be paid by the Group Company within 10 business days of demand being made on the Group Company by written notice from the Principal or the Trustee in accordance with clause 12.

## 8. REINSTATEMENT OF CREDITOR'S RIGHTS

8.1. **Preference**

If, after a Creditor applies any amount against a Debt or the Contractor's Obligations, it is required make a payment in respect of the amount so applied by it to any person under any law relating to bankruptcy or winding up:

(a) the Creditor's rights are to be re-instated and will be the same in respect of that amount, or the relevant part of it as if the application, or the payment or transaction giving rise to it, had not been made; and

(b) the Group Company shall immediately do anything (including the signing of documents) required by the Creditor to restore to the Creditor any Guarantee or Security Interest to which it was entitled immediately before that application, or the payment or transaction giving rise to it.

If any Security Interest given or payment made to a Creditor by a Group Company or by the Contractor is avoided or reduced by virtue of any law relating to bankruptcy or winding up, the Creditor will then be entitled to recover the value or amount of that Security Interest or payment from each Group Company, despite any prior settlement, discharge or release between the Creditor and any Group Company.

8.2. **Conditional Release**

Any discharge or release between a Creditor and any of the Group Companies is subject to reinstatement of the Creditor's rights in accordance with this clause.

## 9. SET-OFF

All payments made by any Group Company under this Deed of Guarantee and Indemnity shall be free of any set-off or counter claim, and free and clear of, and without any deduction or withholding to the maximum extent permitted by law.

## 10. ASSUMPTION DEED

A further company may be joined as a Group Company to this Deed, by the execution of an Assumption Deed by the company, the Trustee and all of the Group Companies.

Any further company so added by an Assumption Deed will be taken to have assumed liability under this Deed of Guarantee and Indemnity as if that company had executed this Deed of Guarantee and Indemnity.

## 11. DEED POLL

The covenants and obligations under this Deed of Guarantee and Indemnity are repeated in this clause as a separate covenant by way of Deed Poll between each Group Company and each Creditor.

## 12. NOTICES

Any notice or other communication which must be given, served or made under or in connection with this Deed:

(a) will be deemed to have been duly served, given or made in relation to a person if it is delivered or posted by prepaid post to and is received at the address, or sent by telex or facsimile to the number of that person set out in this Deed (or at such other address or number as is notified in writing by that person to the other parties from time to time);

(b) will be deemed to be served, give or made:

(i) (in the case of prepaid post) when delivered;

(ii) (in the case of facsimile) on receipt of a transmission report confirming successful transmission; and

(iii) (in the case of delivery by hand) on delivery.

(c) notices to any of the Group Companies may be given to the address identified in Annexure, Item 1;

(d) notices to the Contractor may be given to the address identified in Annexure, Item 2; and

(e) notices to the Trustee may be given to the following address identified in Annexure, Item 3.

## 13. COSTS

Each Group Company agrees with the Principal and with the Trustee for the benefit of each Creditor that it will indemnify every Creditor against, and shall pay to all Creditors on demand the amount of, all losses, liabilities, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) in connection with:

(a) the enforcement or preservation of any rights under this Deed of Guarantee and Indemnity; and

(b) any amendment to, or any consent, approval, waiver, release or discharge of or under, this Deed of Guarantee and Indemnity if requested by the Contractor or Group Company.

## 14. LAW AND JURISDICTION

### 14.1. Governing Law

This Deed of Guarantee and Indemnity is governed by and construed in accordance with the laws of the State of Queensland.

### 14.2. Submission to Jurisdiction

The parties submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in the State of Queensland and any Courts that may hear appeals from those Courts in respect to any proceedings in connection with this Deed of Guarantee and Indemnity.

## 15. GENERAL

### 15.1. Further Assurance

Each party shall do, sign, execute and deliver and shall procure that each of its employees and agents does, signs, executes and delivers all deeds, documents, instruments and act reasonably required of it or them by notice from another party to effectively carry out and give full effect to this Deed of Guarantee and Indemnity and the rights and obligations of the Creditors under it.

### 15.2. Severability

Any provision of this deed which is illegal, void or unenforceable is only ineffective to the extent of that illegality voidness or unenforceability, without invalidating the remaining provisions.

### 15.3. Counterparts

This Deed of Guarantee and Indemnity may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

### 15.4. Attorneys

Each attorney who executes this Deed of Guarantee and Indemnity on behalf of a party declares that the attorney has no notice of any revocation, suspension or variation of the power of attorney under the authority of which the attorney executes this Deed of Guarantee and Indemnity.

## 16. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Deed of Guarantee, the liability of each Group Company under this Deed of Guarantee should be no greater than it would have been if the Group Company were named as party to the Contract, or as applicable, any agreement between the Contractor and a Creditor, in the place of the Contractor.

**ANNEXURE**

| | | Name | ABN | Address for notice |
|---|---|---|---|---|
| **Item 1** | The Group Companies | ..... | ..... | ..... |
| | | ..... | ..... | ..... |
| | | ..... | ..... | ..... |
| | | ..... | ..... | ..... |
| | | ..... | ..... | ..... |
| **Item 2** | The Contractor | ..... | ..... | ..... |
| **Item 3** | Trustee | ..... | ..... | ..... |

**EXECUTED AS A DEED**

**SIGNED**

on the ……. day of …… 20…… by

| | |
|---|---|
| ..... | ..... |
| *The Group Companies* | *ABN* |

in accordance with s.127 of the *Corporations Act 2001*

| | |
|---|---|
| ..... | ..... |
| *Name of Director* | *Signature of Director* |
| ..... | ..... |
| *Name of Director / Secretary* | *Signature of Director / Secretary* |

**SIGNED SEALED AND DELIVERED**

on the ……. day of …… 20…… by

| | |
|---|---|
| ..... | ..... |
| *Trustee* | *ABN* |

in accordance with s.127 of the *Corporations Act 2001*

| | |
|---|---|
| ..... | ..... |
| *Name of Director* | *Signature of Director* |
| ..... | ..... |
| *Name of Director / Secretary* | *Signature of Director / Secretary* |

**SIGNED, SEALED AND DELIVERED**

on the …….. day of …… 20……

for and on behalf of the Principal by an authorised officer:

| | |
|---|---|
| ..... | ..... |
| *Name of authorised officer* | *Signature of authorised officer* |

in the presence of:

| | |
|---|---|
| ..... | ..... |
| *Name of Witness* | *Signature of Witness* |

# SCHEDULE 11 – Requirements of the Building Certifier

***Clause 24.6***

(1) In order to comply with the relevant provisions of the *Planning Act 2016* (Qld) and the *Building Act 1975* (Qld), the Managing Contractor shall ensure the Building Certifier is provided with:

(a) Completed Approved Forms (Section 282 of the Planning Act 2016) being DA Form 2 and where required DA Form 1, that have been published by the Department of State Development, Manufacturing, Infrastructure and Planning,

(b) Plans, specifications and other relevant documentation as required by the Building Certifier to enable assessment against Section 30 (building assessment provisions) of the *Building Act 1975* to comply with the information requirements of Chapter 3, parts 1 and 2 of the *Building Act 1975*,

(c) Such design, engineering, inspection and evidence of suitability certificates as are required by the Building Certifier in accordance with the *Building Act 1975* and the *Building Regulation 2006* (Qld), in a form approved by the Building Certifier,

(d) Where the assessment requires the Building Certifier to make a discretionary decision, such evidence as the Building Certifier may require to support the exercise of that discretion,

(e) Where the compliance solution proposed relies upon the performance requirements of the National Construction Code (NCC) or Queensland Development Code, documents as required by Section 26 of the *Building Act 1975*, to the satisfaction of the Building Certifier,

(f) One (1) set of general information documents comprising only the site plan, floor plans and elevations, and

(g) Where the building contains Special Fire Services as defined in Schedule 2 of the *Building Act 1975*, such information as the Building Certifier may require for submission to the Queensland Fire and Emergency Services including one (1) copy of all plans, specifications and other relevant documentation relating to the Special Fire Services in electronic (PDF) format.

(2) The Managing Contractor shall submit the plumbing and drainage plans to the relevant authority for review of compliance with the *Plumbing and Drainage Act 2018* (Qld), obtain a compliance permit prior to the works commencing, arrange with the authority to inspect the works during construction and issue a compliance certificate on completion, and pay the authority all relevant fees.

(3) The Managing Contractor shall allow a minimum of 14 days for completion of assessments under the *Building Act 1975*. Where referral agency advice/concurrence is also required, the minimum of 14 days shall apply from the date the Building Certifier accepts the referral agency advice.

If there are fire safety installations installed in the building, the Managing Contractor shall supply to the Building Certifier one (1) electronic copy (in PDF format) of "as constructed" documents providing details as prescribed by the *Building Act 1975*, Section 102.

# SCHEDULE 12 – Formal Instrument of Agreement

***Clause 4***

THIS DEED is made on the …… day of ……. 20……

*BETWEEN:* The State of Queensland through .....in the State of Queensland (hereinafter with its successors in office called "the Principal") of the one part

*AND:* ..... (ACN .....) of in the State of ..... (hereinafter with its permitted successors and assigns called "the Managing Contractor") of the other part.

*RECITALS*

WHEREAS:

A. The Principal invited the submission of tenders by letter of invitation to tender dated the …… day of ……. 20…… (annexed hereto and marked with the letter "A") for the provision of:

   a. design services

   b. subcontract construction documentation management services, and

   c. construction management services in relation to .....*[Insert project description]* (hereinafter called "the Project") in accordance with the accompanying Tender Documents:

   d. Volume 1 Tender Form and Conditions of Tender, and

   e. Volume 2 Conditions of Contract, and

   f. Volume 3 Schedules to the Conditions of Contract, and

   g. Volume 4 Project Brief (annexed hereto and marked with the letters "B", "C', "D", "E" respectively) which were subsequently amended or clarified by addenda numbered …, …, …, … and … *[Insert Addenda numbers]* (annexed hereto and marked with the letter "F").

B. The Managing Contractor submitted its tender dated the …… day of ……. 20…… and subsequently clarified or amended its tender by correspondence dated: *[Insert dates of correspondence or delete statement if none]*

   the …… day of ……. 20……,

   the …… day of ……. 20……,

   the …… day of ……. 20……,

   the …… day of ……. 20……,

   (together referred to as "the Managing Contractor's Tender" and annexed hereto and marked with the letter "G"), agreeably to the letter of invitation to tender and Tender Documents.

C. The Managing Contractor has, in lodging the Managing Contractor's Tender, warranted and represented to the Principal, inter alia, that:

   a. it, and the Consultants have the necessary experience, skill and expertise to perform and complete the work under the Contract and that it shall maintain that skill and expertise; and

   b. it had:

      i. carried out all relevant investigations, and

      ii. examined, acquainted and satisfied itself with all things including the sufficiency of the Project Construction Cost Estimate,

   prior to submitting its tender

in accordance with clause 8 of the Conditions of Tender and acknowledges that in entering into this agreement the Principal has relied upon these representations.

D. The Principal by notice dated the …… day of ……. 20…… (annexed hereto and marked with the letter "H") accepted the Managing Contractor's Tender, and authorised the Managing Contractor to proceed with the provision of work under the Contract.

E. The Managing Contractor has deposited with the Principal security to the value of ..... dollars ($.....) to be held by the Principal:

a. firstly, as security for the due and proper performance of the Managing Contractor under this Deed, and

b. secondly, for the purpose of providing security of payment to the "Subcontractors" (as that term is defined in the Conditions of Contract) of the Managing Contractor.

F. The parties wish to enter into this Deed to accurately record the terms of their agreement.

*OPERATIVE PROVISIONS*

1. NOW THIS DEED WITNESSES that:

a. The Managing Contractor warrants that each of the recitals is true and correct and acknowledges that the Principal has entered into this Deed in reliance thereon.

b. In consideration of the promises on the part of the Principal in this Contract the Managing Contractor:

i. shall provide the materials and perform the work required to complete Stage One in accordance with the Contract; and

ii. acknowledges that if the Principal accepts the Managing Contractor's GCS Offer pursuant to clause 11.2.1(a) of the Conditions of Contract, the Contract will include both Stage One and Stage Two and the Managing Contractor shall provide the materials and perform the work required to complete Stage Two;

iii. will otherwise perform, fulfil, comply with, submit to and observe all provisions of the Contract which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Managing Contractor.

c. In consideration of the promises on the part of the Managing Contractor in this Contract the Principal shall make payments to the Managing Contractor in accordance with the Contract and will otherwise perform, fulfil, comply with, submit to and observe all provisions of the Contract which are to be performed, fulfilled, complied with, submitted to and observed by or on the part of the Principal.

2. The Managing Contractor acknowledges that, unless and until, the Principal accepts the Managing Contractor's GCS Offer pursuant to clause 11.2.1(a) of the Conditions of Contract, the Contract is for the performance of Stage One only, and there is no guarantee that any Contract for Stage Two will proceed.

3. This Contract shall take effect according to its tenor notwithstanding any prior contract in conflict with or at variance with it and any correspondence or documents relating to the subject matter of the Contract which may have passed between the parties to the Contract prior to its execution.

4. If any party to this Contract consists of one or more persons and one or more corporations this Contract shall bind such person or persons and such corporation or corporations (as the case may be) and their respective executors, administrators, successors (in the case of the Managing Contractor) and permitted assigns (in the case of the Principal) jointly and severally and the person or persons and/or corporation or corporations included in the term "Managing Contractor" or the term "the Principal" in this Contract shall jointly be entitled to the benefit of the Contract and the Contract shall be read and construed accordingly.

5. The Contract between the Principal and the Managing Contractor comprises the documents listed in clause 6 below.

6. Provided that all ambiguities, discrepancies and inconsistencies, if any, in or between the documents comprising the Contract shall be interpreted in accordance with the Conditions of Contract, should there be any discrepancy or inconsistency between the documents which constitute the Contract the following order of precedence shall apply:

   a. This Deed,

   b. The Principal's letter of acceptance of the Managing Contractor's Tender,

   c. The Tender Documents,

   d. The Managing Contractor's Tender as clarified by the Managing Contractor and accepted by the Principal,

   with the exception that if the Managing Contractor's GCS Offer, including a GCS Offer Project Brief, is accepted by the Principal, then the accepted GCS Offer Project Brief shall take precedence over the Principal's Project Brief.

7. Administrative Provisions

   a. The Principal must pay all stamp duty on or arising in connection with this Deed. Each party must bear its own costs and expenses arising directly or indirectly with respect to the preparation, execution, completion and performance of this Deed.

   b. This Deed and the documents to which it refers contains the entire understanding of the subject matter of this Deed.

   c. The obligations contained in this Deed will continue until satisfied in full.

   d. This Deed will be governed by the laws of Queensland. The parties submit to the non-exclusive jurisdiction of the courts of Queensland.

8. Severability

   If any part of this Deed is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Deed will not be affected and this Deed will be read as if that part had been deleted.

9. Waiver

   The failure or omission of a party at any time to:

   a. enforce or require the strict observance of or compliance with any provision of this Deed; or

   b. exercise any election or discretion under this Deed

   will not operate as a waiver of the rights of a party, whether express or implied, arising under this Deed.

**EXECUTED AS A DEED**

**EXECUTED**

on the ……day of …….. 20…… by

| | |
|---|---|
| ..... | ..... |
| *Managing Contractor* | *ACN* |

in accordance with s.127 of the *Corporations Act 2001*

| | |
|---|---|
| ..... | ..... |
| *Name of Director* | *Signature of Director* |
| ..... | ..... |
| *Name of Director / Secretary* | *Signature of Director / Secretary* |

**SIGNED, SEALED AND DELIVERED**

on the ……day of …….. 20……

for and on behalf of the Principal by an authorised officer:

| | |
|---|---|
| ..... | ..... |
| *Name of authorised officer* | *Signature of authorised officer* |

in the presence of:

| | |
|---|---|
| ..... | ..... |
| *Name of Witness* | *Signature of Witness* |

# SCHEDULE 13 – Site Personnel Register

***Clause 41.6.1***

Project Name:

Project Location:

Contractor's Name:

Project Registration Number:

| Name | Is this person an owner/partner of an approved subcontractor/ sub subcontractor? Y or N (if N please complete the rest of the table as applicable) | Is this person remunerated in accordance with an award or industrial instrument? Y or N (if Y please complete column (d) and (e) only; if N complete columns (e) to (i) only) | Name of award or industrial instrument? (if applicable) | Name of this person's Employer? | Is a WorkCover premium paid in respect of this person? Y or N | Are superannuation contributions made in respect of this person? Y or N | Is tax withheld from payments made to this person? Y or N | Is Payroll tax paid in respect of this person where applicable? Y or N or N/A |
|---|---|---|---|---|---|---|---|---|
| (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) |
| | | | | | | | | |

Note: If the answer to the question in column (b) is NO, the individual concerned will be considered to be a "worker" as that term is defined in the *Work Health and Safety Act 2011* (Qld) and the *Workers' Compensation and Rehabilitation Act 2003* (Qld) unless evidence can be provided to the contrary.

## SCHEDULE 13 (cont'd) – Site Personnel Register Summary

***Clause 41.6.3***

Project Name: Project Location:

Contractor's Name: Project Registration Number:

| Response | | Total |
|---|---|---|
| (1) | Total number that responded **Y** to the question in column (b)? | |
| (2) | Total number that responded **N** to the question in column (b) and **Y** to the question in column (c)? | |
| (3) | Total number that responded **N** to the question in column (b) and **N** to the question in column (c)? | |
| (4) | Total number that responded **N** to the question in column (f) | |
| (5) | Total number that responded **N** to the question in column (g) | |
| (6) | Total number that responded **N** to the question in column (h) | |
| (7) | Total number that responded **N** to the question in column (i) | |

Signed .....

Date …/…/……

# SCHEDULE 14 – Requirements for GCS Offer

***Clause 11.1***

The GCS Offer to be submitted by the Managing Contractor during Stage One must include:

(1) a guaranteed construction sum which must not be greater than the Project Construction Cost Estimate stated in Volume 4 – Project Brief;

(2) a time for Practical Completion which must not be later than the Date for Completion stated in Annexure to Volume 2 – Conditions of Contract;

(3) documentation identifying the design upon which the Guaranteed Construction Sum is based, including a revised Project Brief whereby any changes from the original Project Brief are clearly shown;

(4) an elemental cost plan in accordance with the Australian Institute of Quantity Surveyors' Australian Cost Management Manual 2000 Volume 1, Appendix A1;

(5) a detailed construction program;

(6) the Managing Contractor's proposed trade package break up and budget for each trade package, including without limitation details of any preferred subcontractors for particular trade packages and such further information as may be reasonably required by the Principal or the Principal's Representative;

(7) List of Performance Warranties to be obtained from suppliers or manufacturers as per Clause 12.4 of the Conditions of Contract.

# SCHEDULE 15 – Activities to be Carried out during Stage One

(1) It is expected that, during Stage One, the Managing Contractor will:

(a) work with the Principal and the Principal's consultants (if any) in a cooperative and collaborative manner;

(b) demonstrate an open and transparent approach to the sharing of information;

(c) provide information to the Principal in a timely manner; and

(d) act in good faith.

(2) The Managing Contractor shall manage the design and costing process during Stage One, including but not limited to carrying out the following activities:

(a) DESIGN MANAGEMENT AND DELIVERY

The Managing Contractor will be responsible for managing all aspects of the design process. The process will include:

- Managing the design consultants and the design process;
- Facilitating value management workshops as necessary;
- Providing expert advice on buildability and staging issues;
- Chairing and minuting design meetings and produce monthly status reports to the Principal; and
- Managing the design of the Works so that the Works as designed can be constructed within the Principal's Project Construction Cost Estimate.

As part of the above process the Managing Contractor will be required to prepare a Project Design Plan (PDP) which will include the following:

- Flowchart of design process;
- Documentation requirements;
- Identification of roles and responsibilities;
- Nomination of design meetings including attendees, frequency, location, and agenda;
- Description of design management and cost planning procedures;
- Proposed control of non-performance;
- Format of monthly reports.

(b) CONSTRUCTION PLANNING

As part of the design process the Managing Contractor will be required to prepare a site- specific staging and management plan for the project during construction. In addition to a detailed staging plan for the Works, the plan will include guidelines on the implementation of goals relating to time, cost, communications, security, procurement, risk assessment, reporting, quality, safety, and the environment.

(c) COST PLANNING

Cost planning is an integral part of the design process and is used to constantly review costs against budgets. The Managing Contractor is required to manage and coordinate all aspects of the cost planning process to ensure that the cost plan is continuously updated and is aligned at all times with the Principal's Project Construction Cost Estimate as provided in the Project Brief.

The Managing Contractor is responsible for ensuring that the Works to be constructed in accordance with the Contract can be constructed within the Principal's Project Construction Cost Estimate and the Guaranteed Construction Sum included in the Managing Contractor's GCS Offer must be no higher than the Principal's Project Construction Cost Estimate.

As part of its cost planning obligations, within 3 weeks of the Date of Acceptance of Tender, the Managing Contractor is required to submit for the Principal's review, a priced cost plan (the 'initial cost plan'), in a

format provided by the Principal's Representative or to be agreed by the parties, setting out the initial estimated construction costs for the Works. The Managing Contractor's cost plan will form the basis for the fortnightly cost planning reviews to be carried out during Stage One.

Following submission of the Managing Contractor's initial cost plan, the Managing Contractor is required on a fortnightly basis, to undertake a review, with the Principal's quantity surveyor or nominee, as to the progress of the Stage One obligations and the alignment of the progressive design of the Works with the Project Construction Cost Estimate, ensuring that the Guaranteed Construction Sum to be included in the Managing Contractor's GCS Offer will not be greater than the Project Construction Cost Estimate.

The Managing Contractor must submit a report to the Principal ('cost plan report'), within 2 business days of the review, detailing the outcomes of the review undertaken including an analysis of the design of the Works in comparison to the Project Construction Cost Estimate and the expected Guaranteed Construction Sum figure as at that time. Any failure by the Managing Contractor to provide the initial cost plan or the fortnightly cost plan report during Stage One will constitute a substantial breach of contract.

Where the Managing Contractor seeks trade package market testing, the detailed cost break ups of individual trades tested shall be provided to the Principal when received by the Managing Contractor.

(d) TIME MANAGEMENT AND PROGRAMMING

Whilst an indicative program has been prepared it is intended as a preliminary guide only.

The Managing Contractor will be required to prepare a detailed program for the design stages of the project and, based on the best information available, a draft program to completion of construction including proposed staging of the works.

The Managing Contractor will work closely with the Principal when formulating the proposed time for completion of the project and if a different time is proposed to the Principal's estimated time for completion contained in the Project Brief, the Managing Contractor must demonstrate reasons for such difference.

The Managing Contractor will be responsible for managing the design process to ensure adherence to the agreed program including:

- Monitoring actual performance against planned achievement, and
- Taking corrective action as necessary to achieve agreed objectives.

(e) VALUE ADDING

The Managing Contractor is expected to participate in and/or undertake a variety of "value-adding" activities (such as conducting value management workshops).

(3) The Managing Contractor shall undertake any Early Works Packages directed by the Principal's Representative under the Contract.

(4) The Managing Contractor shall ensure that all other requirements outlined in the minimum consultancy services are delivered.

(5) The Managing Contractor shall ensure that all other requirements contained within the Contract Documents generally are delivered

# SCHEDULE 16 – Subcontractor Deed Poll

***Clause 21.2***

## FORM OF DEED POLL

THIS DEED POLL is made at …… on the …… day of …… 20……

BY …… (ABN ……)
of …… ("the Subcontractor").

IN FAVOUR OF: The State of Queensland through ……
……
(hereinafter with its successors in office called "the Principal").

***RECITALS***

A. The Principal has entered into an agreement with …… ("the Managing Contractor") for the provision of design services, subcontract construction documentation management services and construction management services in relation to the …… ("the Project").

B. The Subcontractor proposes to enter into an agreement ("the Subcontract") with the Managing Contractor or a subcontractor of the Managing Contractor for the execution and completion and/or supply of the …….. ("the Subcontract Works") for the Project.

C. It is a condition of the Subcontract that the Subcontractor executes this Deed Poll.

This deed poll provides as follows:

1. The Subcontractor warrants that:

   a. it will make and keep accurate records of:

      i. its tender, including without limitation the preparation and submission of that tender;

      ii. the execution and completion of the work under the Subcontract and of

      iii. compliance with the obligations incorporated in the Subcontract, relating to the best practice principles contained in the Best Practice Principles (as defined in the Subcontract) or the local benefits test contained in the Queensland Government's Queensland Procurement Policy (as defined in the Subcontract) and the Best Practice Industry Conditions,

   b. The records referred to in clause 1.a. above shall include records that are required to be created or provided, or that are otherwise referred to, under the Subcontract, as well as other records including but not limited to those that:

      i. relate to the Subcontractor's tender, including tender preparation, submission, negotiation, evaluation, estimates and calculations;

      ii. relate to design, including design calculations, option studies, opinions, reviews and reports;

      iii. relate to the execution and completion of the work under the Subcontract, including without limitation labour, subcontracts, subcontractors, consultants, materials, equipment, resourcing, planning, progress, delay, inspection, examination, testing, compliance, approval, safety, risk, variations, claims, payment, cost and cost to complete;

      iv. are required to demonstrate compliance with Subcontractor's obligations under the Subcontract and any commitments made in its tender relating to the best practice principles contained in the Best Practice Principles (as defined in the Subcontract) and the Best Practice Industry Conditions, or the local benefits test contained in the Queensland Government's Queensland Procurement Policy (as defined in the Subcontract); and

v. are in a format or stored on any medium, including without limitation photographs, electronic files, telecommunications or social media,

c. subject to the Subcontractor's right to claim legal professional privilege in respect of any record, which is hereby maintained, permit the Principal or its agents to inspect and to copy at any time any records referred to in clause 1.a. or 1.b., provide electronic copies of such records in native format and provide any access to the Subcontractor's sites, premises or facilities necessary for an inspection referred to in this paragraph.

d. without limiting the previous paragraphs, the Subcontractor shall permit the Principal or its agents to undertake an audit of the records referred to in clause 1.a. or 1.b. for the purposes of verifying the Subcontractor's compliance with any commitments made in its tender relating to the local benefits test contained in the Queensland Procurement Policy or (where applicable) the Best Practice Principles and the Best Practice Industry Conditions.

2. The Subcontractor consents to the Principal disclosing or providing copies of any records which the Principal or its agents inspects or copies in accordance with clause 1 of this Deed Poll to the Managing Contractor.

3. This Deed Poll is governed by and construed in accordance with the laws of Queensland.

4. The Subcontractor hereby submits to the non-exclusive jurisdiction of the courts of Queensland and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.

5. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Principal.

**EXECUTED as a DEED POLL**

on the ……day of …… 20…… by

| | |
|---|---|
| ..... | ..... |
| *Name of Company – Subcontractor* | *ACN* |

in accordance with s.127 of the *Corporations Act 2001*

| | |
|---|---|
| ..... | ..... |
| *Name of Director* | *Signature of Director* |
| ..... | ..... |
| *Name of Director / Secretary* | *Signature of Director / Secretary* |

**OR**

| | |
|---|---|
| ..... | ..... |
| *Name of Person – Subcontractor* | *Signature of Person – Subcontractor* |

In the presence of:

| | |
|---|---|
| ..... | ..... |
| *Name of Witness* | *Signature of Witness* |

# SCHEDULE 17 – Information for Subcontractors

***Clause 58.2***

The Queensland Government has enacted the *Building Industry Fairness (Security of Payment) Act 2017* (Qld) to assist in providing security of payment and timely payments for subcontractors in the building and construction industry.

The *Building and Construction Industry Payments Act 2004* (Qld) and the *Subcontractors' Charges Act 1974* (Qld) have been repealed and have been replaced by the *Building Industry Fairness (Security of Payment) Act 2017*.

Further information on *Building Industry Fairness (Security of Payment) Act 2017*, including approved forms, can be accessed on the Queensland Building and Construction Commission website at www.qbcc.qld.gov.au.

# SCHEDULE 18 – Best Practice Industry Conditions

See the following attachment to Schedule 18 titled “Best Practice Industry Conditions”.

# BEST PRACTICE INDUSTRY CONDITIONS

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## 1. TITLE

1.1 This Document is known as the Best Practice Industry Conditions.

## 2. DATE OF OPERATION

2.1 The Agreement will commence operation in [insert date] till [insert date].

## 3. APPLICATION OF DOCUMENT

3.1 Subject to clause 3.2 below, the Agreement covers:

(a) the Employer;

(b) the Construction, Forestry, Maritime, Mining and Energy Union (CFMEU);

(c) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Queensland and Northern Territory Electrical Divisional Branch (ETU) and Queensland and Northern Territory Plumbing Divisional Branch) (CEPU);

(d) Australian Manufacturing Workers' Union Queensland and Northern Territory Divisional Branch (AMWU); and

(e) Employees,

collectively known as the Parties.

This Agreement only applies to work done in Queensland and to work temporarily done outside Queensland by Employees who are based in Queensland.

3.2 Associated Entity

(a) In accordance with Division 2 of Part 2-8 of the *Fair Work Act*, where an Employee transfers to an Associated Entity of the Employer and performs the same work or substantially the same work for the Associated Entity of the Employer, the Agreement will continue to cover the Employee.

(b) For clarity, this clause does not apply to a circumstance where an Employee commences employment with the associated entity more than three-months after the Employee ceases working for the Employer.

## 4. PARTIES BOUND AND COVERED

4.1 This Agreement is legally binding upon and covers the Employer, its Employees, the CFMEU, CEPU and the AMWU in respect of building and construction work undertaken by the Employees.

## 5. RELATIONSHIP TO AWARDS, DOCUMENTS, AND OTHER DOCUMENTS

5.1 The following instruments are incorporated into this Agreement:

(a) Building and Construction General On-Site Award 2010, as amended from time to time;

(b) Mobile Crane Hiring Award 2010, as amended from time to time;

(c) Electrical, Electronic and Communications Contracting Award 2010, as amended from time to time;

(d) Plumbing and Fire Sprinklers Award 2010, as amended from time to time; and

(e) QIRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003 as it was immediately prior to its rescission.

5.2 The Agreement is intended to be read in conjunction with the instruments listed in clause 5.1 above. Where there is conflict between a term of this Agreement and a term of the above instruments, or a conflict between two terms of this Agreement, the higher wage outcome or other outcome more favourable to the Employee will apply.

Note: For clarity, and to avoid all doubt, the Appendices form part of this Agreement

## 6. DEFINITIONS

6.1 The following definitions shall apply to this Agreement:

**Apprentice** or **Trainee** means an apprentice or trainee within the meaning of the *Vocational Education, Training and Employment Act 2000* (**VETE Act**). **Apprenticeship** and Traineeship have a corresponding meaning;

**Australian Super** means the Trustee for Australian Super (ABN 90 709 422 146);

**Awards** mean the Building and Construction General On-site Award 2010, Electrical, Electronic and Communications Contracting Award 2010, Mobile Crane Hiring Award 2010 and the Plumbing and Fire Sprinklers Award 2010, each as amended from time to time.

**BERT** is an acronym used for the Building Employee Redundancy Trust (ACN 82 010 917 281) (BERT Fund) as described in the Trust Deed creating the BERT Fund;

**BEWT** is an acronym for the Building Employees Welfare Trust. The "BEWT Fund" means the fund established pursuant to a deed between B.E.R.T Pty Limited and James Kristen Peterson. "Trustee of the BEWT Fund" means B.E.R.T Pty Limited or any trustee appointed under the BERT Redundancy Trust Deed;

**BUSS(Q)** is an acronym for the Building Unions Superannuation Scheme (Queensland) Pty Ltd (ABN 85 571 332 201);

**Continuous Shiftworker** means, for the purpose of the additional week of annual leave provided by the National Employment Standards (NES) means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts;

**CBUS** is an acronym for the Construction & Building Industry Superannuation Pty Ltd

(ABN 75 493 363 262);

**CIPQ** means Construction Income Protection Queensland Ltd (ACN 110 841 962);

**CIRT** means the Contracting Industry Redundancy Trust (ABN 49 011 050 329);

**Code** means the Code for Tendering and Performance of Building Work 2016;

**Construction Worker** means an Employee engaged to perform work in one of the classifications set out in APPENDIX ONE, SECTION ONE of this Agreement;

**Double time and a half** mean one and a half days wages in addition to the Employee's ordinary time rate of pay or pro rata if there is more or less than a day;

**Electrical Worker** means an Employee engaged to perform work in one of the classifications set out in APPENDIX ONE, SECTION THREE of this Agreement;

**Employee** means an employee of the Employer engaged as a Construction Worker, Electrical Worker, Metal and Engineering Worker or Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Worker;

**Energy Super** means Energy Super (ABN 33 761 363 685);

**FW Act/Fair Work Act** means the *Fair Work Act 2009* (Cth);

**FWC** means the Fair Work Commission;

**Income Insurance** means CIPQ, Energy Super and Wageguard Income Insurance;

**Injury** shall have the same definition as the *Workers' Compensation and Rehabilitation Act 2003* (Qld);

**JetCo** means Joint Electrical Training Company;

**Kept waiting for wages on pay day** means all such time spent waiting, wherever the waiting is done;

**Metal and Engineering Worker** means an Employee engaged to perform work in one of the classifications set out in APPENDIX ONE, SECTION FOUR of this Agreement**;**

**Overtime** means any time worked in excess of, or outside of the ordinary working hours;

**PCBU:** means a person conducting a business or undertaking, as defined in the *Work Health and Safety Act*;

**Permanent Employees**: means all Employees (being daily hire and weekly hire Employees) other than casual Employees;

**Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Worker** means an Employee engaged to perform work in one of the classifications contained in APPENDIX ONE, SECTION TWO of this Agreement.

**PROTECT** means Protect Severance Fund (ABN 98 395 548 596).

**QIRC** means Queensland Industrial Relations Commission;

**Redundancy** means a situation where an Employee ceases to be employed by the Employer, other than for reasons of serious and wilful misconduct. **Redundant** has a corresponding meaning;

**Redundancy Trust Fund** means BERT, CIRT and Protect;

**Special Class Dogman** means a dogman having no less than 12 months on the job experience in dogging tower crane and, having obtained a 'Verification of Competency' (**VOC**) for the particular tower crane;

**Special Class Tradesperson** means a tradesperson who is engaged on work which requires the use of complex, high quality trade skills and experience which are not generally exercised in normal construction work. For the purpose of this definition, complex and high-quality trade skills and experience will be deemed to be acquired by the tradesperson:

(a) Having had not less than 12 months' on-the-job experience of such skilled work; and

(b) Having, by satisfactory completion of a prescribed post-trade course or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such

work unsupervised where necessary and practical, to the required standard of expertise/skill;

**Superannuation** means BUSS(Q), CBUS, Australian Super and Energy Super;

**Training Fund** means BEWT and JetCo;

**Union Delegate** means an Employee elected by Union members and endorsed by the Union to represent the interests of Union members employed by the Employer as required. All parties to this Agreement shall be notified as soon as practicable after the election of a Union Delegate.

**Union** means the CFMEU, the CEPU and/or the AMWU, as applicable;

**WAGEGUARD** means income protection insurance issued by Hannover Life Re of Australasia Ltd (ABN 37 062 395 484) or Construction Income Protection Queensland Ltd (ACN 110 841 962);

**WHS Act** means the *Work Health and Safety Act 2011* (Qld);

**WHS EPH** means Work Health and Safety Entry Permit Holders under the WHS Act;

**Workplace Impairment Policy and Procedures** means the Workplace Impairment Policy and Procedures found in APPENDIX FOUR.

## 7. DISPUTE SETTLEMENT PROCEDURE

7.1 A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter or, any matters arising out of the operation of the Agreement or incidental to the operation of the Agreement, should be dealt with as close to its source as possible. Disputes over matters arising from this Agreement (or any other dispute related to the employment relationship or the National Employment Standards (NES), including subsections 65(5) or 76(4) of the *Fair Work Act*) shall be dealt with according to the following procedure.

7.2 The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.

7.3 All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance.

7.4 In the event of any work-related grievance arising between the Employer and an Employee or Employees, the matter shall -be dealt with in the following manner:

(a) The matter shall be first submitted by the Employee/s or his/her job delegate/ employee representative or other representative, to the site foreperson/supervisor or the other appropriate site representative of the Employer and if not settled, to a more senior representative of the Employer.

(b) Alternatively, the Employer may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/employee representative or other representative.

(c) If still not resolved, there may be discussions between the relevant Union official (if requested by the employee/s), or other representatives of the employee, and senior representative of the Employer.

(d) Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance to FWC for review. FWC may exercise conciliation and/or arbitration powers in such review.

7.5 This procedure shall be followed in good faith without unreasonable delay.

7.6 If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to FWC.

7.7 Any resolution of a dispute under this clause by the FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations, including the Code.

## 8. CONSULTATION

8.1 Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the life of the Agreement.

8.2 A Consultative Committee will be set up for this purpose.

8.3 Consultation about major workplace change

If the Employer has made a decision to introduce a major workplace change that is likely to have a Significant Effect on Employees, the Employer must notify the Employee(s) who will be affected by the decision.

8.4 As soon as practicable and prior to implementation, the Employer must discuss with the relevant Employees and/or their nominated representative/s (e.g. Union or other representative) the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

8.5 For the purposes of the discussion the Employer will provide the relevant Employees and/or their nominated representative/s in writing:

(a) All relevant information about the change including the nature of the change proposed;

(b) Information about the expected effects of the change on the Employees; and

(c) Any other matters likely to affect the Employees.

8.6 However, the Employer is not required to disclose confidential or commercially sensitive information.

8.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

8.8 "Significant Effects" under this clause 8 includes but is not limited to termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

8.9 Consultation about changes to rosters or hours of work.

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.

8.10 As soon as practicable after proposing to introduce the change, the Employer must:

(a) discuss with the relevant Employees the introduction of the change;

(b) for the purposes of the discussion, provide to the relevant Employees and their representative details of the following in writing:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees;

(c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities), and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their representative(s).

(d) These provisions are to be read in conjunction with other Documents or Award provisions concerning the scheduling of work and notice requirements.

8.11 For clarity, relevant Employees may appoint a representative of their choosing for the procedures in this term.

## 9. FIRST NATIONS PEOPLE

The Employer recognises there is a significant Aboriginal and Torres Strait Islander (ATSI) population within Queensland and is committed to ensuring a significant representation of people who identify themselves as ATSI are employed on its projects.

The Employer will ensure that all Employees receive cultural awareness training as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the project is being constructed.

A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the Project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation.

The Employer will also implement policies that ensure:

(a) access to annual leave for participation in cultural and ceremonial activities;

(b) skill and career development opportunities for ATSI Employees;

(c) the development of retention and promotion for ATSI Employees on its projects.

## 10. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

10.1 The Employer, the Employees and the Union agree that for the purposes of s.81 of the WHS Act matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.

10.2 The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:

(a) the Principal Contractor (as defined under the WHS Act) - Site Manager or any other person nominated by the Principal Contractor;

(b) the Employer the Site Manager or any other person nominated by the Employer(s); and

(c) The Employees' person nominated by the Employee (e.g. Union or other representative).

(collectively referred to as "**Nominated Parties**")

10.3 The Nominated Parties agree that representatives shall be entitled to:

(a) inspect any work system, plant, substance, structure or other thing relevant to resolving the issue;

(b) consult with relevant Employees in relation to resolving the issue;

(c) consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue;

(d) inspect and take copies of any document that is directly relevant to resolving the issue; and

(e) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

10.4 The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:

(a) there is an issue to be resolved; and

(b) the nature and scope of the issue.

10.5 As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.

10.6 The Nominated Parties and/or their representatives must have regard to all relevant matters including:

(a) the degree and imminent risk to the Employees or other persons affected by the issue;

(b) the number and location of Employees and other persons affected by the issue;

(c) the measures both temporary and permanent that must be implemented to resolve the issue;

(d) who will be responsible for implementing the resolution measures;

(e) whether the hazard or risk can be isolated; and

(f) the time that may elapse before the hazard or risk is permanently corrected.

10.7 Once the issue is resolved, details of the issue and its resolution must be set out in writing with all Parties and/or their representatives to be satisfied that the Document reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

10.8 The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, and/or the Queensland Building and Construction Commission, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

10.9 Direction to cease work:

If -

(a) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer;

(b) the issue concerns work which involves an immediate threat to the health or safety of any person; and

(c) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 10.7 above;

The Employer and/or the health and safety representative (HSR) for the designated work group in relation to which the issue has arisen, may after consultation between them, direct that the work is to cease.

10.10 During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

## 11. HEALTH AND SAFETY REPRESENTATIVES

11.1 The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee.

11.2 The health and safety representative/s (HSR) shall be elected by the Employees on the job on a democratic basis and shall be subject to recall by a similar process.

11.3 Parties covered by this Agreement recognise the important role of Health and Safety representatives. The HSRs have a key role in the early intervention in health and safety issues under this Agreement.

11.4 The HSRs shall be allowed to consult with the principal contractor, or persons acting on his/her behalf, on matters directly concerned with the safety of workers, and promote the safe conduct of wo0rk generally in accordance with the WHS Act.

## 12. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

12.1 A health and safety representative will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting employees he/she represents providing that the Representative informs their manager.

## 13. HOT WEATHER GUIDELINES (For South East Queensland)

13.1 Under this Document when air temperature reaches

(a) 35°C or

(b) 28°C and 75% humidity or more, after three hours from the commencement of the shift in South East Queensland only;

it shall constitute inclement weather (**Extreme Hot Weather**).

This clause 13 must be incorporated in the Employer's Occupational Health and Safety Procedures for all applicable projects.

13.2 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, site manager, and WHS Representatives. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 13.3. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. BOM weather stations used for weather observations shall be the closest to the Project and/or with similar weather conditions.

13.3 When Extreme Hot Weather is forecasted for the following day, the Employer's Site Manager, WHS Committee and WHS Representatives will consult and determine what actions are to be

taken to reduce exposure and modify the workload prior to the Extreme Hot Weather, which may include:

(a) rescheduling work so the hot tasks are performed during the cooler part of the day;

(b) where possible, reducing the time spent doing hot tasks (for example, by job rotation);

(c) where possible, arranging for more workers to do the job;

(d) providing extra rest breaks in a cool area;

(e) providing cool drinking water and ice (machines) near the work site;

(f) increasing air movement by fans or coolers;

(g) installing shade cloth to reduce radiant heat from the sun; and

(h) consideration should be given to working an eight-hour day.

13.4 Once the temperature reaches Extreme Hot Weather the following process will be followed:

(a) Where the temperature reaches 35°C there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 13.5;

(b) where the temperature is 28°C and 75% humidity or more after three hours from the commencement of a shift there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 13.5.

13.5 If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas, Employees unable to work elsewhere may be transferred to these areas if work is available. Employees may walk a reasonable distance through the open to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that there is no reasonable concern for an Employee undertaking the work of an imminent risk to their health or safety,

13.6 Extreme Hot Weather shall be measured on site by a temperature gauge and/or BOM weather station (if close proximity to the Project with similar climatic conditions) compliant to Australian Standards and shall be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb Globe Temperature index will be an acceptable method of measuring extreme high temperature.

## 14. TOOLBOX MEETINGS

14.1 At least one toolbox meeting will be convened by the Employer per site, each month to facilitate and foster communication and consultation. Items to be discussed at each meeting may include; programming of site work, site issues, work health and safety, job design, productivity issues, management policies, Document compliance, wages and conditions, compliance with statutory obligations and any other relevant issue raised. Notice of the meeting will be given at least one (1) week prior to the scheduled date.

## 15. CONTRACT OF EMPLOYMENT

15.1 At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent or casual basis, stating by whom the Employee is employed, the job performed, the classification level, and the relevant rate of pay. Each new Employee shall upon commencement also be provided with a copy of this Agreement, or alternatively, access to the Agreement in electronic format at the discretion of the Employee.

15.2 The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training consistent with the Employee's classification provided that such duties do not promote de-skilling.

15.3 If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employee's contract of employment shall remain intact during the period of absence. The Employer shall continue to make contributions (and where applicable, reports of service) on behalf of the Employee to CBUS/BUSS(Q)/ Energy Super, Australian Super, BERT/CIRT, BEWT/JetCo, STQ, CIPQ/, Protect, Wageguard, Energy Super Income Insurance and Qleave or NTBuild or other funds nominated herein. The Employee shall also continue to accrue all appropriate leave entitlements for the first 12-months of the Employee's absence due to the workers compensation claim.

## 16. CASUAL EMPLOYMENT

16.1 A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged for a casual employment the Employee will be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

16.2 A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except notice of termination (other than in accordance with clause 16.7, annual leave, paid community services leave, paid personal (including carer's) leave, and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid compassionate leave and carer's leave and other unpaid leave in accordance with the NES.

16.3 Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed by APPENDIX ONE below. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance prescribed by clause APPENDIX ONE, as applicable.

16.4 A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in the APPENDIX ONE for the Employee's classification.

16.5 A casual Employee required to work Overtime or weekend work shall be entitled to the relevant penalty rates prescribed in this Document:

(a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate prescribed by APPENDIX ONE for the Employee's classification;

(b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed by APPENDIX ONE for the Employee's classification; and

(c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed by APPENDIX ONE for the Employee's classification.

16.6 For the purposes of clarity, the applicable contributions to CBUS/BUSS(Q)/Australian Super/Energy Super, BERT/CIRT/Protect, CIPQ/Energy Super Income Insurance/Wageguard, STQ and BEWT/JetCo or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs.

16.7 Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be. This clause will not reduce the entitlements of injured Employees.

16.8 Casual Conversion

A casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.

16.9 A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 08 whose request is refused by the Employer, is entitled to be paid 175% of the hourly rate prescribed in this Agreement for the Employee's classification.

## 17. APPRENTICES/TRAINEES

17.1 Apprentices/Trainees shall be entitled to all the applicable rates and conditions of employment prescribed by this Agreement.

17.2 For clarification, in addition to the rates in APPENDIX ONE, Trainees are entitled to receive full Daily Travel, BERT/ CIRT/PROTECT, BEWT/JetCo, STQ, CIPQ/WAGEGUARD, Superannuation and any other entitlements in accordance with this Agreement. Such entitlements shall not be paid at rates applicable to Apprentices.

17.3 Training arrangements for Apprentices/Trainees shall be as provided in QIRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 as it was immediately prior to this rescission.

17.4 Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.

17.5 The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.

17.6 During the first year of an Apprenticeship, tools to the minimum retail value of $600.00 shall be supplied by the Employer within a period of three months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.

17.7 During the second and subsequent years (or part of a year) of apprenticeship tools to the retail value of $600.00 shall be supplied by the Employer within a period of three months from the commencement date of each such year (or part of a year) of the indentured Apprenticeship.

17.8 Where an Apprentice has entered a Competency Based Training Document, the provision of tools will be on the following basis:

(a) During the term of Apprenticeship, an Employer shall, in respect of each level of the Apprenticeship program, supply the Apprentice with tools of trade, to a minimum retail value of $600.00;

(b) The supply of tools of trade for each level of the program shall be linked to the successful achievement of competencies or where appropriate, the demonstration of approved levels of progression towards the achievement of competencies as prescribed by the relevant National Training Package or in the relevant Award;

(c) Supply of tools will occur no later than three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment, whichever first occurs, and no later than three (3) months into subsequent levels of the Apprenticeship; and

(d) Apprentices employed under part-time or school based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in clause 17.6 and clause 17.7 above.

17.9 Apprentice Training

The Employer recognises that in order to increase the efficiency and productivity of the Employer, a significant commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship system to the construction industry. Therefore, the Parties agree:

(a) If the Employer employs seven (7) or more tradespeople, in any one classification it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme.

(b) The Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavor to maintain at least one apprentice to every seven (7) tradespeople.

(c) If the Employer does not currently have an apprentice as provided for in paragraph (a), reasonable time shall be allowed to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

## 18. TRAINING AND RELATED MATTERS

18.1 The parties are committed to the promotion of a highly skilled industry that delivers ongoing employment opportunities and a world-class end product through an efficient and safe construction process. To this end, the Employer agrees that appropriate training, including the engagement and training of apprentices, and skills development for the workforce will be provided during the term of this Document.

18.2 The Employer agrees that it will, within seven days of receiving a written request from an Employee, provide:

(a) evidence to demonstrate the positive commitment to training and skill development; and

(b) the information as to the number of apprentices and visa holders engaged by the Employer;

each of which it is required to provide to the funding entity of Commonwealth funded building work in accordance with section 24(2) of the Code.

18.3 Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988* (Cth) or the FW Act.

18.4 Where possible training and skill development is to be carried out in normal working hours. It is agreed that no Employees will suffer loss of pay as a result of participating in training required by the Employer.

18.5 Any Employees elected as a workplace HSR will undertake a training course approved by the State provided by the Employer within six weeks of being elected, at no cost to the Employee.

18.6 The Employer will implement a policy where all Employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies are identified through the assessment process, the necessary training will be provided to attain the relevant nationally recognised formal qualification.

18.7 The Employer agrees that it will, within three months of the commencement of this Agreement, schedule training in the nationally accredited asbestos awareness training course mentioned in 18.10 below, for each employee covered by this Agreement.

18.8 Further, the Employer agrees that it will within three months of each new Employee commencing employment, ensure that the Employee successfully completes the nationally accredited asbestos awareness training course mentioned in clause 18.10 below.

18.9 The Employer will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.

18.10 The course referred to in clause 18.8 above will be 10279NAT Identification and Awareness of Asbestos Containing Materials.

18.11 The Employer agrees that it will, within seven-days of receiving a written request from an Employee, provide:

(a) evidence to demonstrate the positive commitment to training and skill development; and

(b) the information as to the number of apprentices and visa holders engaged by the Employer;

each of which it is required to provide to the funding entity of Commonwealth funded building work in accordance with section 24(2) of the Code.

18.12 Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988* (Cth) or FW Act.

18.13 The Queensland Government Building and Construction Training Policy applies to all Projects which amongst other requirements, provides a formula for a minimum allocation of employment of apprentices and trainees (new entrants only) and workforce training on all Projects.

## 19. EMPLOYMENT SECURITY

19.1 Without limiting the Employer's right to determine its operational requirements the Parties to this Agreement will encourage the continuity of employment for Permanent Employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded in-so-far as it is reasonably practicable to do so.

19.2 In order to maximise the continuity and security of employment for Employees and to ensure that the Employer's equipment is operated only by qualified, experienced and capable persons, the Employer agrees that in relation to the operation of tower cranes, all tower cranes which are hired out by the Employer, and which are capable of being operated by Employees of the Employer, shall be supplied with a suitably qualified operator who is a current Employee of the Employer for the duration of the hire period.

19.3 The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Agreement.

19.4 The Employer is also committed to maintaining a stable and skilled workforce, having regard to the contribution that a stable and skilled up workforce has for Employee's job security. The Employer also acknowledges that use of subcontractors or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees in-so-far as it is practicable to do so.

19.5 If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Agreement, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

19.6 Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to

the application of this clause will be dealt with under the dispute's settlement procedure under this Agreement. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

19.7 As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the Project.

## 20. TERMINATION

20.1 Employment may be terminated by the Employer due to performance/general misconduct, serious and willful misconduct, or Redundancy.

20.2 Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g. lateness for work), the following three-step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their employee representative or any other person or persons of his or her choice, present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the employee representative or any other party to this Document.

(a) Step 1- First Written Warning

The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:

(i) The issues of concern; and

(ii) The standards of improvement required.

(b) Step 2- Final Written Warning

If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct.

If appropriate the Employer will then issue a final written warning detailing:

(i) The issues of concern;

(ii) The standards of improvement required; and

(iii) That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

If an Employee does not repeat the same offence which produced the need for the final warning, within six-months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

(c) Step 3- Dismissal

If after receiving a final warning, the Employee repeats the same conduct within a period of six-months, then the Employee may be dismissed. A written notice of dismissal will be provided to the Employee by the Employer outlining the reasons for the dismissal.

20.3 The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.

20.4 The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of eight-hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job.

20.5 The Employer shall pay each dismissed Employee for any public holiday that occurs in the period of annual leave that would have been payable, had the Employee commenced annual leave on the date of termination. Where the Employee's leave balance would not include public holidays occurring within 10 working days (excluding weekends) following termination, the Employee shall receive payment for these public holidays

20.6 In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, employee representative, or HSR, a five-day mandatory consultation period shall be initiated by the Employer with the Union prior to any final decision on transfer or termination being made. The affected Employee will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks (or five weeks if required by the NES).

20.7 For clarity, this clause 20 does not apply to casual Employees.

## 21. REDUNDANCY AND INCOME PROTECTION

APPENDIX TWO provides redundancy and income protection provisions for the relevant classifications, as applicable.

## 22. WAGES

22.1 Employees must be paid wages in accordance with APPENDIX ONE from the first full pay period after the dates specified. Those rates include the following increases:

(a) 5 % from the 1st July 2020;

(b) 5 % from the 1st July 2021;

(c) 5% from the 1st July 2022; and

(d) 5% from the 1st July 2023, subject to this increase being the sole wage increase for the year following the date of increase.

## 23. CLASSIFICATIONS

23.1 The Classification levels for Employees engaged under this Agreement shall be read in accordance with the relevant Awards unless specifically amended by the terms of this Agreement. Classification levels, relativities, pay rates and other details are contained in APPENDIX ONE, as applicable.

23.2 Site Allowance

(a) A Site Allowance as detailed below will be paid as a flat amount for each hour worked and will remain unaltered for the duration of each project. At the commencement of any new project by the Employer the Employer will inform the relevant Employees of the value of the project. Where there is a dispute with the value of the project, the Qleave or NTBuild declaration of the "total cost of work" will apply.

| **Value of Project** | **Site Allowance** |
|---|---|
| 0-$20m | $1.70; |
| >$20m-$100m | $2.50; |
| >$100m-$200m | $3.50; |
| >$200m-$300m | $4.50; |
| >$300m-$400m | $5.00; |
| >$400m-$500m | $5.50; |
| >$500m-$600m | $6.00; |
| >$600m-$700m | $7.00; |
| >$700m | $8.00. |

Site Allowance is not subject to any premium or penalty and shall compensate for all disabilities other than:

(b) Heavy Blocks
(c) Explosive Powered Tools
(d) Scaffolder's Licence Allowance
(e) Unbacked Insulation
(f) Swing Stage
(g) Height / Multi-Storey

For these items the applicable rate in APPENDIX TWO will apply.

NB: The Living Away from Home Allowance, travel outside radial areas, transfers during working hours and all allowances referred to in this clause are not disability allowances for the purposes of this clause.

23.3 All other allowances are provided in APPENDIX ONE, SECTION FIVE paid as the context requires.

## 24. SUPERANNUATION

24.1 All Employees shall be entitled to receive Employer superannuation contributions and shall also co-contribute a minimum amount from their wages.

24.2 For Employees other than Electrical Workers and Metals and Engineering Trades Workers, such contributions will be paid to CBUS or BUSS(Q) or Australian Super. For Employees employed as Electrical Workers, such contributions will be paid to Energy Super. For employees employed as Metals and Engineering Trades workers, such contributions will be paid to Australian Super.

24.3 The Employer will contribute on behalf of each Employee the following minimum weekly amount (the formula in APPENDIX FIVE will apply to rates in this Agreement from 1 January 2016):

(a) $255.00 per week effective first full pay period July 2019;

(b) $269.00 per week effective first full pay period July 2020;

(c) $280.00 per week effective first full pay period July 2021;

(d) $295.00 per week effective first full pay period July 2022; and

(e) $307.00 per week effective first full pay period July 2023.

24.4 Every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:

(a) $64.00 per week effective first full pay period July 2019;

(b) $68.00 per week effective first full pay period July 2020;

(c) $70.00 per week effective first full pay period July 2021;

(d) $74.00 per week effective first full pay period July 2022; and

(e) $77.00 per week effective first full pay period July 2023.

24.5 The contributions in clauses 24.23 and 24.4 above shall be in addition to all other entitlements prescribed by this Agreement.

24.6 Contributions for apprentices shall be calculated at 12% of ordinary time earnings.

24.7 Apprentices shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.

24.8 The Employer will on behalf of the Employee, forward the above amounts directly to each Employee's superannuation account at least once each calendar month.

24.9 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by Qleave or NTBuild), public holidays, sick leave, domestic violence leave and compassionate leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months. This 12-month maximum period does not apply to Electrical Workers.

24.10 Should it be established that the Employer has failed to make payments as required, the Employer shall be liable to make the appropriate contributions immediately upon being notified of the non-compliance. Further, the Employer shall pay an additional 10% per annum (calculated on a pro-rata basis) to offset the interest that the contributions would have attracted in the relevant fund had they been paid on the due dates. The requirement for the Employer to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

## 25. SALARY SACRIFICE ARRANGEMENTS

25.1 Employees will have access to salary sacrifice arrangements in addition to the compulsory arrangement detailed above. The requirements of any such arrangements shall ensure that:

(a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

(b) The Employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering into such an arrangement.

(c) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under the Agreement.

(d) The co-contribution of superannuation payments referred to herein shall be made by way of salary sacrifice arrangements.

## 26. HOURS OF WORK

26.1 Ordinary hours

Except as provided elsewhere in this Agreement, the ordinary working hours will be 36 hours per week (7.2 hours per day) worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. Typically, work should not commence later than 7am. All time worked outside the aforementioned span of hours shall be by Document with the affected employees concerned and paid at double time.

26.2 Start and finish times

If the Employer wishes to alter start and finish times within the spread of ordinary daily hours, the Employer will consult with the affected Employees and:

(a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times; and

(b) have regard to the intention of avoiding excessive overtime.

26.3 RDO and Weekend Work

(a) The provisions of this Agreement relating to RDOs will apply to work conducted under this clause.

(b) Where ordinary hours are worked on a Saturday or Sunday the Employees will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Agreement, for example as a public holiday or during an Easter or Christmas shutdown period).

## 27. OVERTIME PENALTY RATES

All time worked in excess of the ordinary hours, shall be paid at double time (provided that a higher penalty elsewhere in this Agreement does not apply):

## 28. SHIFTWORK

In this clause Shiftwork means work comprising recurring periods in which different groups of workers do the same jobs in rotation.

Shiftworker for the purposes of this clause is defined as an Employee who is required by the Employer to work Shiftwork, which commences or finishes outside 6.00 a.m. and 6.00 p.m. Monday to Friday.

A Shiftworker shall be paid in accordance with the *Building and Construction General On-site Award 2010* Award, until January 2019, when a Shiftworker shall be paid at the rate of double time for all hours worked.

An Employee who has to work Shiftwork shall be given at least 48 hours' notice of the requirements to work shift work. An Employee may refuse to work overtime in circumstances where the working of such shift would result in the Employee working hours which are unreasonable having regard to matters including:

(a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(b) the Employee's personal circumstances including any family responsibilities;

(c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

(d) any other relevant matter.

## 29. EMPLOYEE ROSTERED DAY OFF

Ordinary working hours will be scheduled in a 10 day cycle, Monday to Friday inclusive, with eight ordinary working hours worked for each of nine days and with 0.8 of an hour on each of those days accruing toward the 10th day, which will be known as the rostered day off (RDO).

26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in the calendar indicative of scheduled RDO contained in APPENDIX THREE. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging a safer and more productive Project.

For clarity, nothing in this clause or the calendar is intended to impose a limit on the ability of the Employer to determine with the majority of its affected Employees, when and where work can be performed to meet operational requirements or otherwise, limit the Employer's right to manage its business.

29.1 Payment for RDOs will include an entitlement to the daily fares and travel allowance.

29.2 Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.

29.3 An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.

29.4 Where an Employee has insufficient accruals for an RDO, the Employer may by Document with the affected Employee, offset any deficiency from the Employee's annual leave entitlement.

29.5 Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:

(a) The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following:
jumping cranes, erecting or dismantling jump form, high-risk activity (after consultation with the safety committee), or other operational circumstances that require work on that day;

(b) The Employer must consult with the affected Employee(s); and

(c) Provide affected Employee/s the opportunity to notify the Union using the form provided for in APPENDIX SIX, or other chosen representative/s in writing (fax or email) prior to the RDO that work will be performed.

The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least seven-calendar days prior to the RDO in question.

29.6 An Employee may refuse to work a RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:

(a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(b) the Employee's personal circumstances including any family responsibilities; and

(c) any other relevant matter.

29.7 Where the procedure in clause 29.5 has been followed and at least seven-days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment for eight-hours, for that RDO. Where the procedure in clause 29.5 has not been followed or less than seven-days' notice has been provided to Employees to work on the RDO, Employee's must be paid at 250% of the rate applicable for the Employee's classification in the Document, with a minimum payment of eight-hours, for that RDO.

29.8 In addition to the loadings listed above, Employees will be provided a day in lieu for each RDO that they are required to work.

29.9 Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

29.10 Easter and Christmas

An Employee required to work during the Easter and Christmas period, that is to work on any day between and inclusive of Christmas Day and New Year's Day and any day, between and inclusive of Good Friday and Easter Monday, shall be paid 300% of the hourly rate prescribed in the Agreement for the Employee's classification.

## 30. LEAVE

30.1 Permanent Employees shall be entitled to paid leave when they are absent from work due to:

(a) personal illness or injury (sick leave, a form of personal leave);

(b) for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave, another form or personal leave); or

(c) compassionate leave

30.2 Personal leave shall accrue as follows:

(a) Three days in the first month and then one additional day at the beginning of each of the next nine-calendar months will be available in the first year of employment;

(b) 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement;

(c) All unused personal leave is cumulative.

30.3 If required by the Employer, when an Employee is absent for more than two-consecutive days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

30.4 Unpaid carer's leave will be in accordance with the NES.

30.5 Parental Leave will be in accordance with the FW Act.

30.6 All Employees covered by this Agreement are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Division 9, sections 93-114 of the

*Industrial Relations Act 2016 (Qld)* as amended from time to time, or the provisions of the *Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld)*. Section 95 subsection (4) of the *Industrial Relations Act 2016 (Qld)* does not apply to Employees covered by this Agreement.

30.7 Employees may take unpaid leave (in addition to any entitlements to certain types of unpaid leave that are available in accordance with the NES). Such leave will be subject to the Employer's approval except for up to five-days per year of unpaid leave, which may be taken by notice given at or before the commencement of such leave. Unpaid leave can be taken for less than a day.

30.8 An Employee's entitlement to annual leave will be consistent with the NES contained in the FW Act.

Annual leave shall accrue at the rate of three-hours per week (i.e. 36 ordinary hours) of service. If the Employee is a Continuous Shiftworker (as defined in this Agreement), the Employee shall accrue annual leave at the rate of 3.75 hours per week (i.e. 36 ordinary hours) of service.

The Employer will not unreasonably refuse a request for annual leave by an Employee.

Annual leave will be paid at the rate the Employee would have received if ordinary hours had been worked during the period of leave (including applicable allowances), plus a loading of 17.5%.

At the termination of employment, the Employee will be paid out all outstanding annual leave entitlements, including the 17.5% loading. As per the NES, the annual leave will be paid out as if the Employee were taking leave, commencing from the end of the termination notice period. As such, any public holidays occurring during the period for which the annual leave entitlement applies, will be paid for in addition to the annual leave entitlement.

Employees are entitled to compassionate leave in accordance with the NES contained in the FW Act. In addition, compassionate leave is available for Employees when any close family relative dies (i.e. the relative does not necessarily have to be a member of the Employee's immediate family or household.) For clarity, casual Employees are entitled to unpaid compassionate leave in accordance with the NES.

## 31. FAMILY VIOLENCE LEAVE

31.1 For the purposes of this clause, family violence is:

(a) behaviour by a person towards a family member of that person if that behaviour:

(i) is physically or sexually abusive;

(ii) is emotionally or psychologically abusive;

(iii) is economically abusive;

(iv) is threatening;

(v) is coercive; or

(vi) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person;

(b) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in paragraph (a).

31.2 For the purposes of this clause, a "family member", in relation to a person (a "relevant person"), means:

(a) a person who is, or has been, the relevant person's spouse or domestic partner;

(b) a person who has, or has had, an intimate personal relationship with the relevant person;

(c) a person who is, or has been, a relative of the relevant person;

(d) a child who normally or regularly resides with the relevant person or has previously resided with the relevant person on a normal or regular basis; or

(e) a child of a person who has, or has had, an intimate personal relationship with the relevant person.

31.3 For the purposes of clauses 31.2(b) and 31.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

31.4 Confidentiality

The Employer must take all reasonable measures to ensure personal information concerning an Employee's experience of family violence is kept confidential.

31.5 Leave

(a) An experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Agreement applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

(b) Family violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

(c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

(d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

(e) For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

31.6 For clarity, unpaid Family and Domestic Violence Leave is available in accordance with the Awards.

## 32. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

32.1 The following clothing will be supplied to all Employees (no later than one-month after commencement) and will be replaced on a fair wear-and-tear basis. Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:

(a) 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to $125.00 upon producing of a purchase receipt);

(b) 6 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed; and

(c) 1 high visibility winter jacket.

All of the abovementioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the abovementioned items on a fair wear-and-tear basis within 12-months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those 12 months.

All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating.

No Document to pay cash in lieu of supply of clothing/footwear is permitted.

When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.

32.2 Stand-By Drivers and Crane Crews

(a) The crane crew for each crane must consist of at least the following:

(i) A crane driver;

(ii) A dogman/stand-by driver; and

(iii) A dogman

(b) Notwithstanding the above, any site with more than one crane crew shall provide a stand-by driver in accordance with the following scale:

(i) 2 cranes -1stand-by driver

(ii) 3 cranes - 2 stand-by drivers

(iii) 4 cranes - 3 stand-by drivers

(iv) 5 cranes - 4 stand-by drivers

(v) 6 cranes - or more- to be negotiated

(c) For short term absences by a driver or dogman/stand-by driver of three-days or less, a replacement driver or dogman/stand-by driver will not be required. The dogman/stand-by driver will be paid at the same rate as the driver for all hours worked.

## 33. TIME AND WAGES RECORDS

33.1 Particulars of details of payment to each Employee must be included on the envelope including the payment or in a statement handed to the Employee at the time payment is made and will contain the following information:

(a) Name of employing Employer

(b) Name of Employee

(c) Employee's classification

(d) Date of payment and period covered by wage statement

(e) Details of the number of ordinary hours worked

(f) Details of the number of overtime hours worked

(g) The ordinary hourly rate and the amount paid at that rate

(h) The overtime hourly rates and the amounts paid at those rates

(i) The gross wages paid

(j) The net wages paid

(k) Details of any deductions made from the wages

(l) Details of all accrued entitlements such as RDO's, personal leave, annual leave, etc

(m) Details of the Employer CBUS/BUSS(Q)/Energy Super contribution, including when the contribution was made and the amount details of the Employee CBUS or BUSS(Q) contribution, including when contribution was made and the amount

(n) Details of the Employer BERT/CIRT contribution, including when contribution was made and the amount

(o) Details of the Employer CIPQ/Energy Super Income Insurance payment, including when contribution was made and the amount

(p) Details of the Employees BEWT/JetCo, STQ payment, including when contribution was made and the amount.

33.2 In addition, the employer must also maintain the following time and wage records:

(a) The Employees date of birth

(b) The date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer

(c) The Employees tax file number

(d) The Employees CBUS/BUSS(Q)/Energy Super/Australian Super number

(e) The Employees BERT/CIRT/Protect number

(f) The Employees QLeave or NTBuild number

(g) The Employees CIPQ/Energy Super/Wageguard Income Insurance number

(h) Daily details of work including:

(i) Daily start time and finish time

(ii) Time lunch and crib breaks taken

(iii) Total ordinary hours worked and resulting wage

(iv) Total time and a half-hour worked and resulting wage

(v) Total double time hours worked and resulting wage

(i) Details of allowances paid

(j) Details and payment for RDO's, Personal and annual leave, public holidays

(k) Details of deductions

(l) Details of additions

(m) Total gross allowances paid per week and year to date

(n) Total gross wages paid per week and year to date

(o) Tax deducted from wages per week and year to date

(p) Net wages per week and year to date

(q) ROO's, sick and annual leave accrued per week and year to date

(r) CBUS/BUSS(Q)/Energy Super, BERT/CIRT, BEWT/JetCo, STQ, and CIPQ/Energy Super Income Insurance paid per week and year to date.

## 34. UNION DELEGATE/EMPLOYEE REPRESENTATIVE RIGHTS

34.1 Where an Employee has been elected as a Union Delegate/employee representative, the Employer will recognise the following rights:

(a) the right to be treated fairly and to perform their role without any discrimination in their employment;

(b) for the Union Delegate/employee representative to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

(c) the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws; and

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts,

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts,

(h) the right for reasonable time off to attend accredited union education

(i) the right to take reasonable leave to work with the Union

(j) the right to have reasonable time off to participate in the operation of the union.

## 35. UNION DELEGATE FACILITIES

35.1 Union Delegate Facilities

The Employer shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

(a) a telephone;

(b) an IPad equipped with mobile Internet access;

(c) a table and chairs;

(d) a filing cabinet;

(e) air-conditioning/heating;

(f) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management; and

(g) a private lockable area.

## 36. UNION TRAINING LEAVE

36.1 An Employee elected as Union Delegate shall, upon application in writing to the Employer, be granted up to five-days paid leave each calendar year to attend relevant Union Delegate courses. Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.

36.2 Consultation may take place between the parties in the furtherance of this objective.

36.3 The application for leave shall be given to the Employer in advance of the date of commencement of the course. The application for leave shall contain the following details:

(a) The name of the Union Delegate seeking the leave;

(b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and

(c) A general description of the content and structure of the course and the location where the course is to be conducted.

36.4 The Employer shall advise the Union Delegate within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

36.5 The time of taking leave shall be arranged so as to minimise any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability to grant leave when an eligible Union Delegate is otherwise entitled.

36.6 The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant Agreement classification rate including, shift work loadings where relevant plus Site Allowance where applicable.

36.7 Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with a Union Delegate's RDO or with any concessional leave.

36.8 A Union Delegate on request by the Employer shall provide proof of their attendance at any course within seven-days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Union Delegate.

36.9 Where a Union Delegate is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the Employee shall receive payment if entitled under the provisions of the relevant Award.

36.10 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

## 37. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

37.1 Where the Employer wants to enter into a individual flexibility arrangement (IFA) it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

37.2 The Employer and an Employee covered by this Document may agree to make an IFA to vary the effect of terms of the Document if:

(a) it deals with one or more of the following matters:

(i) Time between which ordinary hours are worked;

(ii) Salary sacrifice Documents;

(iii) Reduction in ordinary hours;

(iv) Increase in annual leave accrual each year;

(v) Increase in rate of accrual of Rostered days off;

(vi) Increase in wages;

(vii) Increase in training leave (Union or otherwise);

(b) The IFA meets the genuine needs of the Employer and the Employee covered by this Document in relation to one or more of the matters mentioned in paragraph (a) above; and

(c) The IFA is genuinely agreed to by the Employer and the Employee.

37.3 The Employer must ensure that the terms of the IFA:

(a) are about permitted matters under section 172 of the FW Act; and

(b) are not unlawful terms under section 194 of the FW Act; and

(c) result in the Employee being better off overall than the Employee would be if no IFA was made.

37.4 The Employer must also ensure that any such IFA is:

(a) in writing (including details of the terms that will be varied, how the IFA will vary the effect of the Enterprise Document terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA, and the day on which the IFA commences);

(b) includes the name of the Employer and Employee;

(c) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee; and

(d) provided to the Employee within 14 days after it is agreed to.

37.5 The Employer or Employee may terminate the IFA by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

37.6 Where any of the requirements of ss 202 and 203 of the FW Act are not met, the IFA is of no effect.

## 38. SHAM CONTRACTING

38.1 Sham contracting occurs when an Employer engages an individual to perform building work under a contract for services where the true character of the engagement or proposed engagement is that of employment.

38.2 The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Agreement. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Agreement.

38.3 The Employer 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 employer, 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.

38.4 The Employer 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/fixed 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.

38.5 The Employer will, within seven-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 Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988* (Cth).

38.6 Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Agreement, the calculation for back pay will be calculated on the basis of the difference between what they were paid under sham contract arrangement and:

(a) 175% of the applicable hourly rate contained in this Document; plus

(b) the site allowance (if applicable); plus

(c) the multi-storey allowance (if applicable), plus

(d) CBUS/BUSS(Q)/Energy Super/Australian Super, BERT/CIRT/PROTECT, CIPQ/Energy Super Income Insurance/WAGEGUARD and BEWT/JetCo, STQ.

## 39. SECURITY OF PAYMENTS

39.1 The Employer recognises that the under, non or late payment of building industry participants for services rendered can affect the entitlements of workers and the security of their employment.

39.2 The Employer acknowledges its obligations under the *Building and Construction Industry Payments Act 2004* (as amended) and the *Subcontractors Charges Act 1974*.

39.3 The Employer will not engage in illegal or fraudulent phoenix activities for the purpose of avoiding any payment due to another building contractor or building industry participant or other creditor.

39.4 The Employer will:

(a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors; and

(b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements including the Code and are not unreasonably withheld; and

(c) have a documented dispute settlement process in accordance with all applicable legislative requirements including the Code that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and requires compliance with that process; and

(d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

39.5 The Employer will keep records demonstrating its compliance with clause 39.4. The Employer will, within seven-days of receiving a written request from an Employee who has a reasonable belief of a non-compliance with clause 39.4, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988* (Cth) or the FW Act.

## 40. TEMPORARY FOREIGN LABOUR

40.1 In this clause the term "temporary foreign labour" means a person that is not an Australian citizen or Australian permanent resident (within the meaning of the *Migration Act 1958* (Cth) who is employed or engaged to undertake building work by the Employer.

40.2 The Employer recognises that the engagement of temporary foreign labour may undermine the job security of the Employees covered by this Agreement. The parties wish to limit the circumstances in which temporary foreign labour can be engaged so as to ensure the job security of the Employees covered by this Agreement.

40.3 The Employer will not engage temporary foreign labour unless:

(a) the position is first advertised in Australia;

(b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the *Migration Act 1958* (Cth) would be likely to be informed about the position;

(c) any skills or experience requirements set out in the advertising were appropriate to the position;

(d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job; and

(e) temporary foreign labour will be engaged in accordance with this Agreement.

40.4 The Employer will, within seven-days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 41 of this Agreement. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988* (Cth) or FW Act.

40.5 Where an employer engages temporary foreign labour in breach of this clause, the position shall, as soon as practicable, be re-advertised and filled by the employer strictly in accordance with this clause.

## 41. QUALITY BUILDING MATERIALS

41.1 The Parties recognise the complex issue of non-conforming building products (NCBPs). NCBPs are building products about which false claims have been made as to their quality and purpose or do not meet required standards for their intended use. A building product is non-conforming if, in association with a building, the product:

(a) is not, or will not be, safe;

(b) does not, or will not, comply with relevant regulatory provisions; or

(c) does not perform, or is not capable of performing, for the use to the standard represented.

The Parties recognise that domestically sourced and manufactured conforming building products are less likely to create the above conditions and accordingly wish to maximise the use of domestically sourced and manufactured building materials by the Employer.

41.2 The Employer will only use products in building work that comply with relevant Australian Standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.

41.3 In order to maintain compliance with the Code, and in line with other regulatory requirements, the Employer will maintain records in accordance with the *Building and Construction*

*Legislation (Non-Conforming Building Products – Chain of Responsibility and Other Matters) Amendment Act 2017*.

41.4 The Employer will, within seven-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.

## 42. COMPLIANCE WITH THIS DOCUMENT

42.1 Complaints, queries and concerns regarding entitlements paid in relation to the Awards or this Agreement shall be raised and resolved in accordance with the disputes procedure in this Agreement. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Authorised industrial inspectors or permit holders shall be provided access to time and wages records in accordance with the FW Act.

42.2 In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.

42.3 The Employer will conduct an audit using the Audit Form provided for in APPENDIX SEVEN to confirm compliance with:

(a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation.

(b) Legislative requirements such as:

(i) *Fair Work Act 2009*;

(ii) QLD/NT Workers Compensation;

(iii) Superannuation; and

(iv) Long Service Leave.

42.4 This audit will be conducted annually and/or when there is a request by an Employee that there is a reasonable suspicion of non-compliance. The audit will be undertaken in accordance with ISO9001-2008 by an auditing company agreed between the Employer and the majority of Employees. A copy of the audit record will be provided to all Employees, and any representative nominated by the Employee.

## 43. POSTING OF DOCUMENT AND NOTICES

43.1 A true copy of this Agreement shall be exhibited in a conspicuous and convenient place on the premises of the Employer and on every Employee's worksite so as to be easily read by Employees.

## 44. SEVERABILITY

44.1 It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the FW Act. The severance of any term of this Agreement that is, in whole or in part, of no effect by virtue of the operation of section 253 of the FW Act shall not be taken to affect the binding force and effect of the remainder of the Agreement. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

## Appendix One - Rates of Pay and Allowances

### 1. Section One – Construction Workers

This APPENDIX ONE, SECTION ONE reflects the Agreement of the Parties respondent to this Agreement in respect of, among other things, classifications and wage rates for Construction Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.

1.1 Wages

(a) The wage rates detailed in APPENDIX ONE, SECTION ONE for classifications CW1 to CW4 inclusive include the weekly hand tool allowance (where relevant);

(b) The ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36;

(c) The wage rates for classifications CW 5 and above detailed in APPENDIX ONE, SECTION ONE do not contain the weekly hand tool allowance. Where this allowance is applicable, it must be paid in addition to the rates contained in APPENDIX ONE, SECTION FIVE.

Wages for Apprentices shall be calculated by applying a fixed percentage to the rates of specific trades as provided by the applicable award or order. Provided that the trade rate shall not include the hand tool or power tool allowances for the purpose of this calculation.

| **CONSTRUCTION WORKER CLASSIFICATIONS AND RATES OF PAY** | | | | | | |
|---|---|---|---|---|---|---|
| **CW8 - Supervisor** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,944.13 | $2,041.34 | $2,143.41 | $2,250.58 | $2,363.11 | $2,481.26 |
| p/h | $54.00 | $56.70 | $59.54 | $62.51 | $65.64 | $68.92 |
| **CW7 - Tower Crane Operator, Tower Crane Rigger, Supervisor (Sub-Foreperson)** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,865.89 | $1,959.18 | $2,057.14 | $2,160.00 | $2,268.00 | $2,381.40 |
| p/h | $51.83 | $54.42 | $57.14 | $60.00 | $63.00 | $66.15 |
| **CW6 – Trainer** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,788.19 | $1,877.60 | $1,971.48 | $2,070.05 | $2,173.56 | $2,282.23 |
| p/h | $49.67 | $52.15 | $54.76 | $57.50 | $60.37 | $63.39 |
| **CW5 - Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,710.50 | $1,796.03 | $1,885.83 | $1,980.12 | $2,079.13 | $2,183.09 |
| p/h | $47.51 | $49.89 | $52.38 | $55.00 | $57.75 | $60.64 |
| **CW4 – Signwriter** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,661.00 | $1,744.05 | $1,831.25 | $1,922.82 | $2,018.96 | $2,119.90 |
| p/h | $46.14 | $48.45 | $50.87 | $53.42 | $56.09 | $58.89 |
| **CW4 - Marker Setter Out, Letter Cutter, WHSO, Union delegate** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,718.47 | $1,804.39 | $1,894.61 | $1,989.34 | $2,088.81 | $2,193.25 |
| p/h | $47.74 | $50.13 | $52.64 | $55.27 | $58.03 | $60.93 |

| CW4 - Mobile Concrete Boom Pump Operator | | | | | | |
|---|---|---|---|---|---|---|
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,635.22 | $1,716.98 | $1,802.83 | $1,892.97 | $1,987.62 | $2,087.00 |
| p/h | $45.42 | $47.69 | $50.07 | $52.58 | $55.21 | $57.97 |
| **CW3 - Carpenters/Joiners, Stonemason, Other Qualified Tradesperson*** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,640.77 | $1,722.81 | $1,808.95 | $1,899.40 | $1,994.37 | $2,094.09 |
| p/h | $45.58 | $47.86 | $50.25 | $52.77 | $55.40 | $58.17 |
| **CW3 – Floor layers, Plasterers, Tilers, Tuck-pointers** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,629.07 | $1,710.52 | $1,796.05 | $1,885.85 | $1,980.14 | $2,079.15 |
| p/h | $45.25 | $47.51 | $49.89 | $52.38 | $55.00 | $57.75 |
| **CW3 - Bricklayers, Water-proofers** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,618.95 | $1,699.90 | $1,784.90 | $1,874.14 | $1,967.85 | $2,066.24 |
| p/h | $44.97 | $47.22 | $49.58 | $52.06 | $54.66 | $57.40 |
| **CW3 - Slater, Ridge or Roof Fixer, Roof Tiler** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,604.05 | $1,684.25 | $1,768.46 | $1,856.89 | $1,949.73 | $2,047.22 |
| p/h | $44.56 | $46.79 | $49.13 | $51.59 | $54.17 | $56.87 |
| **CW3 - Painters, Glaziers, Installers** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,583.30 | $1,662.47 | $1,745.59 | $1,832.87 | $1,924.52 | $2,020.74 |
| p/h | $43.98 | $46.18 | $48.49 | $50.91 | $53.46 | $56.13 |
| **CW3 - Rigger, Dogman, Employees with AQF 3 certificates (even if Employee job mentioned in lower classification), Mobile Concrete Line Pump Operators, Concrete Cutter (+ 6 months experience)** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,557.21 | $1,635.07 | $1,716.82 | $1,802.66 | $1,892.80 | $1,987.44 |
| p/h | $43.26 | $45.42 | $47.69 | $50.08 | $52.58 | $55.21 |
| **CW2 - Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsman, Steel fixer (including Tack Welder), Concrete Finisher, Traffic Controller, Gatemen / Security Guard, Pump Line Hand, Post Tensioning** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,494.96 | $1,569.71 | $1,648.20 | $1,730.61 | $1,817.14 | $1,907.99 |
| p/h | $41.52 | $43.60 | $45.78 | $48.07 | $50.47 | $53.00 |
| **CW1 - Skilled Labourer, Formwork Labourer and Others** | | | | | | |
| p/w | $1,439.07 | $1,511.02 | $1,586.57 | $1,665.90 | $1,749.19 | $1,836.65 |
| p/h | $39.97 | $41.97 | $44.07 | $46.27 | $48.59 | $51.01 |
| **APPRENTICE RATES OF PAY** | | | | | | |
| **Stage 4 of Apprenticeship (90% of CW3)** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,401.62 | $1,471.61 | $1,545.14 | $1,622.40 | $1,703.52 | $1,788.69 |
| p/h | $38.93 | $40.88 | $42.92 | $45.07 | $47.32 | $49.69 |
| **Stage 3 of Apprenticeship (75% of CW3)** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $1,168.02 | $1,226.34 | $1,287.62 | $1,352.00 | $1,419.60 | $1,490.58 |
| p/h | $32.45 | $34.07 | $35.77 | $37.56 | $39.43 | $41.41 |

| Stage 2 of Apprenticeship (75% of CW3) | | | | | | |
|---|---|---|---|---|---|---|
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $934.42 | $981.07 | $1,030.09 | $1,081.60 | $1,135.68 | $1,192.46 |
| p/h | $25.96 | $27.25 | $28.61 | $30.05 | $31.55 | $33.12 |
| **Stage 1 of Apprenticeship (50% of CW3)** | | | | | | |
| **From** | **1/7/2018** | **1/7/2019** | **1/7/2020** | **1/7/2021** | **1/7/2022** | **1/7/2023** |
| p/w | $778.68 | $817.56 | $858.41 | $901.33 | $946.40 | $993.72 |
| p/h | $21.63 | $22.71 | $23.85 | $25.04 | $26.29 | $27.60 |

## Trainee Wages

Persons undertaking a Traineeship will receive either the following rates or remain at their existing level, whichever is the greater:

| TRAINEE WAGES | | | | | | |
|---|---|---|---|---|---|---|
| **Stage 5 of Traineeship (100% of CW3)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| p/w | $1,557.21 | $1,635.07 | $1,716.82 | $1,802.66 | $1,892.80 | $1,987.44 |
| p/h | $43.26 | $45.42 | $47.69 | $50.08 | $52.58 | $55.21 |
| **Stage 4 of Traineeship (CW2 - 96% of CW3)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| p/w | $1,494.92 | $1,569.67 | $1,648.15 | $1,730.56 | $1,817.09 | $1,907.94 |
| p/h | $41.53 | $43.60 | $45.78 | $48.07 | $50.48 | $53.00 |
| **Stage 3 of Traineeship (CW1 - 92.4% of CW3)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| p/w | $1,438.86 | $1,510.80 | $1,586.34 | $1,665.66 | $1,748.95 | $1,836.39 |
| p/h | $39.97 | $41.97 | $44.07 | $46.27 | $48.58 | $51.01 |
| **Stage 2 of Traineeship (CW1(b) - 88% of CW3)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| p/w | $1,370.34 | $1,438.86 | $1,510.80 | $1,586.34 | $1,665.66 | $1,748.95 |
| p/h | $38.07 | $39.97 | $41.97 | $44.07 | $46.27 | $48.58 |
| **Stage 1 of Traineeship (New Entrant - 82% of CW3)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| p/w | $1,276.91 | $1,340.76 | $1,407.80 | $1,478.19 | $1,552.09 | $1,629.70 |
| p/h | $35.47 | $37.24 | $39.11 | $41.06 | $43.12 | $45.27 |

Trainees shall progress through each of the stages every six months from the date of commencement, unless stages are otherwise completed earlier.

| MOBILE HYDRAULIC PLATFORMS AND MOBILE CRANE CLASSIFICATIONS - RATES OF PAY | | | | | | |
|---|---|---|---|---|---|---|
| **MOBILE HYDRAULIC PLATFORMS** | | | | | | |
| **Trainee (as defined)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,511.99 | $1,587.59 | $1,666.97 | $1,750.32 | $1,837.83 | $1,929.73 |
| ph | $42.00 | $44.10 | $46.31 | $48.62 | $51.05 | $53.60 |
| **Boom length up to and including 11 metres (including trainees)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,519.43 | $1,595.40 | $1,675.17 | $1,758.93 | $1,846.87 | $1,939.22 |
| ph | $42.21 | $44.32 | $46.54 | $48.86 | $51.31 | $53.87 |
| **Boom length over 11 metres and up to 17 metres** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,588.62 | $1,668.05 | $1,751.45 | $1,839.03 | $1,930.98 | $2,027.53 |
| ph | $44.13 | $46.34 | $48.66 | $51.09 | $53.64 | $56.33 |
| **Boom length over 17 metres and up to 23 metres** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,633.86 | $1,715.55 | $1,801.33 | $1,891.39 | $1,985.96 | $2,085.26 |
| ph | $45.39 | $47.66 | $50.04 | $52.55 | $55.17 | $57.93 |
| **Boom length over 23 metres and up to 28 metres** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,687.08 | $1,771.43 | $1,860.00 | $1,953.00 | $2,050.65 | $2,153.18 |
| ph | $46.86 | $49.20 | $51.66 | $54.24 | $56.96 | $59.80 |
| **Unit equipped with underbridge unit** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,687.08 | $1,771.43 | $1,860.00 | $1,953.00 | $2,050.65 | $2,153.18 |
| ph | $46.86 | $49.20 | $51.66 | $54.24 | $56.96 | $59.80 |
| **MOBILE CRANES** | | | | | | |
| **Up to 20 tonnes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,627.88 | $1,709.27 | $1,794.73 | $1,884.47 | $1,978.69 | $2,077.63 |
| ph | $45.22 | $47.48 | $49.85 | $52.35 | $54.96 | $57.71 |
| **Over 20 tonnes and up to 60 tonnes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,679.31 | $1,763.28 | $1,851.44 | $1,944.02 | $2,041.22 | $2,143.28 |
| ph | $46.65 | $48.98 | $51.43 | $54.00 | $56.70 | $59.54 |
| **Over 60 tonnes and up to 100 tonnes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,729.75 | $1,816.24 | $1,907.05 | $2,002.40 | $2,102.52 | $2,207.65 |
| ph | $48.05 | $50.45 | $52.97 | $55.62 | $58.40 | $61.32 |
| **Over 100 tonnes and up to 200 tonnes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,776.73 | $1,865.57 | $1,958.85 | $2,056.79 | $2,159.63 | $2,267.61 |
| ph | $49.35 | $51.82 | $54.41 | $57.13 | $59.99 | $62.99 |
| **Over 200 tonnes and up to 300 tonnes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,866.73 | $1,960.07 | $2,058.07 | $2,160.98 | $2,269.03 | $2,382.48 |
| ph | $51.85 | $54.44 | $57.16 | $60.02 | $63.02 | $66.17 |

| Over 300 tonnes and up to 400 tonnes | | | | | | |
|---|---|---|---|---|---|---|
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,904.79 | $2,000.03 | $2,100.03 | $2,205.03 | $2,315.28 | $2,431.05 |
| ph | $52.92 | $55.57 | $58.35 | $61.27 | $64.33 | $67.55 |
| **Over 400 tonnes /special purpose cranes** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,955.24 | $2,053.00 | $2,155.65 | $2,263.43 | $2,376.60 | $2,495.43 |
| ph | $54.32 | $57.04 | $59.89 | $62.89 | $66.03 | $69.33 |
| **Rigger, dogman** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,590.09 | $1,669.59 | $1,753.07 | $1,840.72 | $1,932.76 | $2,029.40 |
| ph | $44.17 | $46.38 | $48.70 | $51.13 | $53.69 | $56.38 |
| **EARTHMOVERS CLASSIFICATIONS – RATES OF PAY** | | | | | | |
| **CW3** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,528.48 | $1,604.90 | $1,685.15 | $1,769.40 | $1,857.87 | $1,950.77 |
| ph | $42.46 | $44.58 | $46.81 | $49.15 | $51.61 | $54.19 |
| **CW4** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,577.97 | $1,656.87 | $1,739.71 | $1,826.70 | $1,918.03 | $2,013.94 |
| ph | $43.83 | $46.02 | $48.32 | $50.74 | $53.27 | $55.94 |
| **CW5** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,645.03 | $1,727.28 | $1,813.64 | $1,904.33 | $1,999.54 | $2,099.52 |
| ph | $45.69 | $47.97 | $50.37 | $52.89 | $55.53 | $58.31 |
| **CW6** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,706.77 | $1,792.11 | $1,881.72 | $1,975.80 | $2,074.59 | $2,178.32 |
| ph | $47.40 | $49.77 | $52.26 | $54.87 | $57.61 | $60.50 |

| PILING CLASSIFICATIONS - RATES OF PAY | | | | | | |
|---|---|---|---|---|---|---|
| **CW7 - Senior Supervisor** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,821.43 | $1,912.50 | $2,008.13 | $2,108.53 | $2,213.96 | $2,324.66 |
| ph | $50.60 | $53.12 | $55.78 | $58.56 | $61.49 | $64.57 |
| **CW6 - Working Supervisor** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,745.62 | $1,832.90 | $1,924.55 | $2,020.77 | $2,121.81 | $2,227.90 |
| ph | $48.49 | $50.91 | $53.46 | $56.13 | $58.93 | $61.88 |
| **CW5 - Junior Supervisor** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,669.68 | $1,753.16 | $1,840.82 | $1,932.86 | $2,029.50 | $2,130.98 |
| ph | $46.38 | $48.70 | $51.14 | $53.69 | $56.38 | $59.20 |
| **CW4 - Senior Foundation Operator (SFO)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,604.00 | $1,684.20 | $1,768.41 | $1,856.83 | $1,949.67 | $2,047.16 |
| ph | $44.56 | $46.78 | $49.12 | $51.57 | $54.15 | $56.86 |

| CW3 - Foundation Operator (FO) | | | | | | |
|---|---|---|---|---|---|---|
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,557.44 | $1,635.31 | $1,717.08 | $1,802.93 | $1,893.08 | $1,987.73 |
| ph | $43.26 | $45.43 | $47.70 | $50.09 | $52.59 | $55.22 |
| **CW3 - Foundation Labourer - Skilled (FSL)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,557.44 | $1,635.31 | $1,717.08 | $1,802.93 | $1,893.08 | $1,987.73 |
| ph | $43.26 | $45.43 | $47.70 | $50.09 | $52.59 | $55.22 |
| **CW2 - Foundation Labourer 2 (FL2)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,495.07 | $1,569.83 | $1,648.32 | $1,730.74 | $1,817.27 | $1,908.14 |
| ph | $41.53 | $43.61 | $45.79 | $48.08 | $50.48 | $53.01 |
| **CW1 - Foundation Labourer 1 (FL1)** | | | | | | |
| **From** | **1/07/2018** | **1/07/2019** | **1/07/2020** | **1/07/2021** | **1/07/2022** | **1/07/2023** |
| pw | $1,439.11 | $1,511.07 | $1,586.62 | $1,665.95 | $1,749.25 | $1,836.72 |
| ph | $39.98 | $41.97 | $44.07 | $46.27 | $48.59 | $51.01 |

## 2. SECTION TWO – Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trade Workers

**This APPENDIX ONE, SECTION TWO reflects the Agreement of the Parties respondent to this Agreement in respect of, among other things, classifications and wage rates of Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.**

At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (permanent, part-time or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.

The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill/competence and training consistent with the Employee's classification provided that such duties are not designed to promote deskilling.

Apprentices and sheet metal workers with AQF level 3 qualifications will be engaged as weekly hire employees.

### Classifications

Key concepts and terms

**CSQ** means Construction Skills Queensland. CSQ will be the recognised authority (for the purpose of this APPENDIX) to endorse competency standards and skill sets required for the major commercial plumbing industry sector in Queensland.

**Fabrication** includes:

a) the fabrication of pipes for chilled water and condenser water in workshop establishments;
b) the application of tradesperson's skills to cut, join or make up pipes into plumbing articles or pipe work in a plumbers' workshop or on a site where normally performed by a plumbing or mechanical tradesperson.

**Fields of work** means a defined group of related skills and work functions exhibiting common features and aimed at providing more efficient and productive work organisation, as well as more satisfying and well-paid jobs. In respect of this APPENDIX ONE, SECTION TWO, the fields of work are sanitary plumbing/water supply/drainage, gas fitting, roofing and cladding, mechanical services (including air

conditioning), lagging, pool plumbing, beer and spirits plumbing, water storage tank plumbing, and irrigation. A stream shall be taken to include any work that is complementary, ancillary or enabling in its nature relative to the trade activity. The principal purpose of fields of work is to facilitate the development of training modules.

**First Class Sprinkler Fitter** means a fitter who holds a Restricted water Plumbers - fire protection (commercial and industrial) license with the Plumbing Industry Council or any subsequent licensing authority and who can undertake all work in connection with preparing, erecting, fitting, fixing, commissioning, altering, overhauling, repairing or testing of apparatus, pipes and/or fittings including the fixing and connecting of tanks, valves, water supplies, pumps, gauges, or alarms for systems for the detection, extinguishment and/or control of fires and/or all pipes and/or fittings for conveyance of water, air and/or gas and/or chemical compounds and/or pipes and fittings for hydrant and hose reel services.

**Gas Work Licence** means an individual licensed under the provisions of the *Petroleum and Gas (Production and Safety) Act 2004.*

**General supervision** means working under general supervision means a person who:

- receives general instructions, usually covering only the broader technical aspects of the work; and
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- has their assignments reviewed on completion; and
- although competent and well experienced, there may be occasions on which the person will receive more detailed instructions.

**Interim Gas Work Licence** will mean an individual issued an interim license under the provisions of the *Petroleum and Gas (Production and Safety) Act 2004*.

**Lagging** means an employee who carries out work or is employed or usually employed in executing pipe and or duct lagging or domestic engineering work, whether prefabricated or not, or who executes any work in or in connection with:

- Sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers including but not limited to:
- External Installation;
- Internal insulation;
- Chilled water insulation;
- Acoustic Insulation.

**Licensed Drainer** means a person licensed as a drainer by the appropriate State Authority, or a person holding a certificate covering draining work which is recognised under the provisions of the Australian and New Zealand Reciprocity Association Document who within three months makes application for and receives registration from the appropriate State Authority.

**Limited supervision** means working under limited supervision means a person who:

- receives limited instructions normally confined to a clear statement of objectives; and
- has their work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of their work.

**Module** means a module of training that equates to 40 nominal training hours.

**New entrant** means an employee, other than an apprentice, who has never previously worked within the scope of a building construction industry award or an Agreement covering building construction industry work. If there is doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

- documentary evidence concerning registration with any of the portable industry long service leave schemes;
- documentary evidence concerning contributions into an approved industry superannuation fund (e.g. CBUS, BUSSQ);

The new entrant classification does not apply to persons who were employed in the building and construction industry prior to the introduction of this Agreement. Such employees are subject to the translation arrangements set out in this Agreement.

The purpose of introducing the new entrant Level is not to displace existing employees, but to facilitate the introduction of a career path. Accordingly, an employer will not purposely turn over employees within the new entrant classification as an alternative to engaging employees on an ongoing basis.

Nothing contained in this clause will prevent a party from submitting a dispute about the status of an employee for determination under the dispute settlement procedure of this Agreement.

**Prefabrication** includes:

- the fabrication of pipes for chilled water and condenser water in workshop establishments;
- the application of tradesperson's skills to cut, join or make up pipes into plumbing articles or pipe work in a plumbers' workshop or on a site where normally performed by a plumbing or mechanical tradesperson.

**Registered Plumber and/or Gasfitter** means a plumber holding registration in accordance with the appropriate Queensland Authority.

**Skills package** means a bundle of skills or competencies within or across fields of work identified as related and complementary and approved as such by CSQ.

**Streams or Skill streams** means a broad grouping of skills that relate to a particular phase or aspect of production. A stream may be comprised of a number of fields of work.

**Trade Assistant** means a person who performs work of an unskilled nature as defined by s.121(1)(a) of the *Plumbing and Drainage Act 2002* (Qld) as amended and/ or replaced from time to time.

**Trade certificate *(Plumbing and Mechanical Services Classifications)*** means a trade certificate level 3 or its equivalent relevant to the Plumbing and Mechanical Services Industry, including those of Plumber or Mechanical Plumber or a Trade Certificate Level 3 in Engineering – Fabrication.

A person who has a trade certificate level 3 or its equivalent which is relevant to the Plumbing and Mechanical Services Industry will be deemed to have a trade certificate for the purpose of the definition of Plumbing and Mechanical Services Tradesperson Level 2.

Where it appears in the classification definitions at 105% and above the phrase or equivalent means:

a) any training which a registered provider (e.g. TAFE) or a State Training Authority has recognised as equivalent to accredited training which is recognised for these levels. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
b) where competencies meet the requirements of the national competency standards for these levels.

**Trade certificate *(Sprinkler Fitting Classifications)*** means a trade certificate or its equivalent relevant to the Fire Protection Industry. A person who has a trade certificate or its equivalent which is relevant to the Sprinkler Fitting Industry will be deemed to have a trade certificate for the purpose of the definition of Sprinkler Fitting Tradesperson Level 1. Whether a trade certificate or its equivalent is relevant will be determined by the appropriate regulatory body.

Where it appears in the classification definitions at 105% and above the phrase or equivalent means:

a) any training which a registered provider (e.g. TAFE) or a State Training Authority has recognised as equivalent to accredited training which is recognised for these levels. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
b) where competencies meet the requirements of the national competency standards for these levels.

**Plumbing** means plumbing, gas fitting, roof plumbing, lead burning, ship plumbing, heating, air-conditioning or ventilation plumbing, installation of metal cladding, fire sprinkler fitting, mechanical plumbing, water storage tank plumbing, irrigation installation, lagging, irrigation plumbing, pool plumbing, pipe-fitting or domestic engineering work, whether prefabricated or not, engaged on-site or in construction work or any work in or in connection with:

a) sheet lead, galvanized iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;
b) lead, wrought, cast or sheet iron, copper, brass or other classes of pipe work;
c) water (hot or cold), steam, gas, air, beer, spirits, vacuum, heating or ventilating appliances, fittings, services or installations; or
d) house, ship, sanitary, chemical or general plumbing or drainage and irrigation.

**Services stream** includes all fields of work principally concerned with the installation, commissioning and maintenance of services, whether performed in relation to buildings, structures or engineering projects and irrespective of when that work is undertaken in the construction process.

- **Services Stream (Plumbing and Mechanical Services)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this APPENDIX.
- **Services stream (Sprinkler Fitting)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this APPENDIX.

**Engagement and Classification**

The Employer will instruct each employee upon engagement the classification level they are employed at in accordance with the below table.

Employees shall be paid the rates of pay described in this Appendix in accordance with the level to which they are classified.

In determining the appropriate classification/reclassification of a position or job to be filled by an employee, an employer will give full regard to:

a) whether the employee has proven competencies to the classification sought within an approved skills package;

b) whether the employee is or is likely to utilise 50% or more of the competencies mentioned above during his/her employment with the employer over a reasonable period of time;

c) whether the employee possess the skills required for the employee's base level of pay;

d) the experience and/or qualifications of the employee in relevant indicative tasks nominated in the classification definitions contained in the appendix; and/or

If a dispute arises as to the proper classification of a position or job to be filled by an employee the matter will be determined in accordance with the dispute settlement procedure of this Agreement provided that the parties may seek to have the process informed by persons with technical/educational

expertise to assist in the process of resolving the dispute and any other persons the parties believe would assist in the resolution of the dispute.

Classification Structure

| Classification | Relativity to Tradesperson (%) |
|---|---|
| Plumbing & Mechanical Services Classifications | |
| Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker | 90 |
| Plumbing and mechanical services worker level 3 | 100 |
| Plumbing and mechanical services tradesperson level 1 | 100 |
| Plumbing and mechanical services tradesperson level 2 | 105.2 |
| Plumbing and mechanical tradesperson - special class level 1 | 110 |
| Plumbing and mechanical services tradesperson - special class level 2 | 115 |
| Sprinkler Fitting Classifications | |
| Sprinkler Fitter Assistant | 86.29 |
| Sprinkler Fitting Tradesperson Level 2 | 105.2 |
| Sprinkler Fitting Tradesperson – special class level 1 | 110 |
| Sprinkler Fitting Tradesperson – special class level 2 | 115 |
| Roofing Classifications | |
| Roof Plumber (possessing relevant Certificate III trade qualification) | 105.2 |
| Roof Plumber (fully competent to trade level) | 100 |
| Roof Plumber (trade assistant) | 80 |
| Lagging Classifications | |
| New Entrant/ Assistant | 65 |
| Lagger Class C | 85 |
| Lagger Class D | 90 |
| Tradesperson, Lagger, Sheet Metal Worker | 100 |
| Apprentices | |
| 1st Year – Plumbing and Mechanical Stream | 40 |
| 2nd Year – Plumbing and Mechanical Stream | 55 |
| 3rd Year (also mature age 1st year, 2nd year and 3rd year) – Plumbing and Mechanical Stream | 75 |
| 4th Year – Plumbing and Mechanical Stream | 90 |
| 1st Year – Roofing Stream | 40 |
| 2nd Year – Roofing Stream | 60 |
| 3rd Year (also mature age 1st year, 2nd year and 3rd year) – Roofing Stream | 80 |
| 1st Year – Fire Sprinkler Fitting | |
| 2nd Year – Fire Sprinkler Fitting | |
| 3rd Year (also mature age 1st year, 2nd year and 3rd year) – Fire Sprinkler Fitting | |
| 4th Year – Fire Sprinkler Fitting | |

**Classification Definitions**

For clarity, supervisors of employees engaged under the below classifications will be engaged in accordance with CW8 in this Document.

(a) **Plumbing and Mechanical Services**

Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker

This classification incorporates, among other things, the following former classifications:

- Plumbing and mechanical services sheet metal worker level 1(a) new entrant under the age of 21 (after 12 months employees not offered an apprenticeship will be moved to Plumbing and Mechanical Services Worker level 1(b));
- Plumbing and mechanical services sheet metal worker level 1(b) (new entrant) over the age of 21;
- Plumbing and mechanical services worker level 2(a) (new entrant) - upon commencement in the industry;

- Plumbing and mechanical services worker level 2(b) - after three months in the industry (after three months in the industry or, for those translating from level 1, 3 months at level 2(a));
- Plumbing and mechanical services worker level 2(c) - after twelve months in the industry (after twelve months in the industry or, for those translating from level 1, following 12 months at level 2(b));
- Plumbing and mechanical services worker level 2(d) - upon fulfilling the substantive requirements of plumbing and mechanical services worker level 2(d).

This classification further incorporates where work is performed by a Trades Assistant "of an unskilled nature" as defined by the *Plumbing and Drainage Act 2002*, as amended and/ or replaced from time to time. Subject to any determination of the Plumbers and Drainers Board the parties to this Agreement define work of an unskilled nature to mean:

(a) Organising of tools;

(b) Painting of pipe;

(c) Carry pipe around the work site;

(d) Lay pipe out;

(e) Assist in measuring up;

(f) Concreting around pipes;

(g) Install penetration seals;

(h) Assist in fire rating;

(i) Clean up;

(j) Carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and

(k) Pick up and deliver material and equipment to site.

A Plumbing and Mechanical Services Worker Level 2(d) is an employee who has fulfilled the substantive requirements of a Plumbing and Mechanical Services Worker Level 2(d) as detailed below. An employee at this level will have:

- For Plumbing and Mechanical Services workers - successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 1 consisting of 16 appropriate modules of structured training agreed to between the parties to this Agreement; or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standard covering the same content as the above modules of training.

An employee at this level performs work above and beyond the skills of an employee at Plumbing and Mechanical Services Worker Level 2(c) and to the level of her/his training:

- Assists in the co-ordination of work in a team environment or works individually under general supervision.
- Is responsible for ensuring the quality of their own work.
- Exercises discretion within their level of skill and training.

- Has an understanding of the construction processes within the services stream.
- Assists in the provision of on-the-job training to a limited degree.
- Works from instructions and procedures.
- Implements basic fault-finding and problem-solving skills within the employee's sphere of work.
- Measures accurately for their area of operation.
- Works in a safe manner.
- Interacts harmoniously with employees of other companies on site or at the workplace.
- Adapts to a changing work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Erect and dismantle scaffolding.
- Assist with rigging.
- Undertake basic oxy cutting.
- Execute shoring/trenching.
- Undertake site drainage and de-watering.
- Assisting one or more tradespersons.
- Safely handle waste.
- Use tools, plant and equipment requiring the exercise of skill and knowledge beyond that of an employee at Plumbing and Mechanical Services Worker Level 1(c).

**Plumbing Mechanical Services Worker Level 3 (100%)**

A Plumbing and Mechanical Services Worker Level 3 is an employee who has:

- successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Certificate 2 of formal structured training agreed to between the parties to this Document; or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training; or
- Is a licensed Drainer.

Employee at this level performs work to the level of her/his training:

- Exercises good interpersonal communication skills.
- Exercises discretion within their level of training.
- Understands and applies quality control techniques.
- Performs work under general supervision either individually or in a team environment.
- Has knowledge of the four streams within the building and construction industry and how they inter-relate.
- Works in a safe manner.

- Having been given adequate written or verbal instruction, be able to control their own schedule of work and meet objectives with general supervision.
- Is capable of detailed measuring techniques.
- Interacts with and assists employees of other companies on site or at the workplace.
- Anticipates and plans for constant changes to the work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Operating a laser when carrying out levelling.
- Read and interpret plans and specifications.
- Operate machinery and equipment.
- Assists with informal on-the-job guidance to other employees to a limited degree.
- Performs work for which a Drainers license is required.

**Plumbing and Mechanical Services Tradesperson Level 1 (100%)**

A Plumbing and Mechanical Services Tradesperson Level 1 is an employee who is not a licensed drainer or performing mechanical services pipe-work but perform work of a skilled trade nature for which registration with a recognised licensing authority is not required although the person may not be formally trade qualified and who is able to exercise the skill and knowledge of the relevant trade:

- Exercises good interpersonal and communication skills.
- Reads, interprets and applies information from plans.
- Understands and applies quality control techniques.
- Exercises discretion within the scope of this grade.
- Performs work under general supervision either individually or in a team environment.
- Is able to perform tasks safely and be able to identify hazards within their sphere of work.
- Assists with informal on-the-job guidance to a limited degree.
- Performs non-trade tasks incidental to their work.
- Has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the services stream and how they relate to the other areas of the services stream.
- Performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this APPENDIX as it applied prior to this

Agreement who is not:

- Engaged on tasks purely of an unskilled nature.
- A Licensed Drainer.
- A Licensed Plumber.
- A Licensed Gasfitter.
- A Mechanical Plumber performing any Mechanical Services-Pipe work.
- Holding a trade certificate level 3 in a trade within the national plumbing training packages.

For clarity, this classification includes among other things, non-licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

**Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)**

A Plumbing and Mechanical Services Tradesperson Level 2 is either:

- a Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or
- A person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this Agreement; or
- A person who holds a trade certificate level 3 in Engineering – Fabrication.

A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson at Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Works under general supervision either individually or in a team environment.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a work team.
- Exercises discretion within the scope of this grade.
- Has knowledge of occupational, health and safety requirements subject to the level of their training.
- Reads, interprets and applies information from plans.

For a Plumbing and Mechanical Services Tradesperson Level 2, the following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable them to perform the particular tasks:

- Exercises skills involved in fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Where a skills package has been identified and approved by the CSQ Services Skills Advisory Committee as core skills possessed by plumbers within the construction industry within each field of work of the services stream then such skills shall be a perquisite for further progression under this career path.

Where an employee possesses less than half of the skills identified above the employer may require such employee to undertake gap training until such employee is competent within the field of work.

For clarity, this classification includes, among other things, licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

**Plumbing and Mechanical Services Tradesperson Special Class Level 1 (110%)**

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 is a Plumbing and Mechanical Services Tradesperson Level 2 who has successfully completed the following training requirements:

- has been assessed as a competent plumber within the relevant field of work; and
- three appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 2; or
- the equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a team.
- Exercises discretion within the scope of this grade.
- Works under limited supervision, either individually or in a team environment.
- Reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialised techniques.
- Schedule and plan work activity.
- Write brief reports on work activity.
- Have knowledge of the Australian Standards applying to their sphere of work.
- Recognise hazards associated with tasks in their field of work.
- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

**Plumbing and Mechanical Services Tradesperson - Special Class Level 2 (115%)**

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who successfully completed the following training requirements:

- three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or
- equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Provides trade guidance and assistance as part of a work team.
- Understands and implements quality control techniques.
- Works either independently within the skill level of the employee, or in a team environment with limited supervision.
- Reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- Exercises high precision trade skills using various materials and/or specialised techniques.
- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

(b) **Sprinkler Fitting**

**Sprinkler Fitting Assistant (86.29%)**

The *Plumbing and Drainage Act 2003* limits work done by a Trades Assistant to work "of an unskilled nature". Subject to any determination of the Plumbers and Drainers Board the parties to this Agreement define work of an unskilled nature to mean:

(a) Organising of tools;

(b) Painting of pipe;

(c) Carry pipe around the work site;

(d) Lay pipe out;

(e) Assist in measuring up;

(f) Concreting around pipes;

(g) Install penetration seals;

(h) Assist in fire rating;

(i) Clean up;

(j) Carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and

(k) Pick up and deliver material and equipment to site.

**Sprinkler Fitting Tradesperson Level 2 (105%)**

A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson at level 1 and to the level of her/his training.

(a) Exercises the skills attained through completion of the training prescribed for this classification.

(b) Works under general supervision either individually or in a team environment.

(c) Understands and implements quality control techniques.

(d) Provides trade guidance and assistance as part of a work team.

(e) Exercises discretion within their level of training.

(f) Has knowledge of occupational, health and safety requirements subject to the level of their training.

(g) Reads, interprets and applies information from plans.

The following indicative task which an Employee at this level may perform is subject to the Employee having the appropriate Trade and Post Trade training to enable them to perform the particular task:

- exercises the skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, C02 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

**Sprinkler Fitting Tradesperson - Special Class Level 1 (110%)**

A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level II and to the level of her/his training:

(a) Exercises the skills attained through completion of the training prescribed for this classification.

(b) Understands and implements quality control techniques.

(c) Provides trade guidance and assistance as part of a team.

(d) Works under limited supervision either individually or in a team environment.

(e) Reads, interprets and applies information from plans.

(f) Exercises discretion within their level of training.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialized techniques.
- Schedules and plan work activity.
- Writes brief reports on work activity.
- Has knowledge of the Australian Standards applying to their sphere of work.
- Recognises hazards associated with tasks in their field of work.
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

**Sprinkler Fitting Tradesperson - Special Class Level 2 (115%)**

A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of her/his training:

(a) Exercises the skills attained through completion of the training prescribed for this classification.

(b) Provides trade guidance and assistance as part of a work team.

(c) Understands and implements quality control techniques.

(d) Works under limited supervision either individually or in a team environment.

(e) Reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- exercises high Precision Trade Skills using various materials and/or specialised techniques;
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

**Lagging New Entrant/ Assistant (65%)**

An employee who does not meet the requirements of any other classification.

**Lagger Class C (85%)**

Is a worker who has completed 12 months within the industry and can carry out two of the below work classes with limited supervision and be credited with and carry out two of the above work classes.

- External insulation
- Internal insulation
- Chilled water insulation
- Acoustic insulation.

**Lagger Class D (90%)**

Is an employee who has 12+ months experience and who can carry out all of the above.

**Tradesperson, Lagger, Sheet Metal Worker (100%)**

Is an employee who can carry out and is accredited in all of the above work classes and manufactures and fits sheathing.

## Adult Apprentices

**Adult apprentices** are apprentices who commence their apprenticeship at the age of 21 years or older.

Adult apprentices engaged under any of the classifications set out in clause 1 of this Appendix will be paid a minimum rate equal to the rate of pay for a third-year apprentice, for the first three years of the apprenticeship.

## Apprentices: Plumber Competencies

For those plumbing apprentices that commence their employment during the life of this Agreement, they will have successfully gained the following nominated training outcomes in conjunction with the four-year term of their apprenticeship;

- General Induction for Construction
- Plumbers and Drainers Licence

- Senior First Aid
- Backflow Accreditation
- TMV Accreditation
- Scissor Lift and over 11 metre EWP Accreditation
- Manual Handling Awareness
- Confined Space.

## Rates of Pay

| Classification | Relativity to Tradesperson (%) | 1/7/2018 | 1/7/2019 | 1/7/2020 | 1/7/2021 | 1/7/2022 | 1/7/2023 |
|---|---|---|---|---|---|---|---|
| Plumbing & Mechanical Services Classifications | | | | | | | |
| Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker | 90 | $41.55 | $43.63 | $45.81 | $48.10 | $50.50 | $53.03 |
| Plumbing and mechanical services worker level 3 | 100 | $46.16 | $48.47 | $50.89 | $53.44 | $56.11 | $58.91 |
| Plumbing and mechanical services tradesperson level 1 | 100 | $46.16 | $48.47 | $50.89 | $53.44 | $56.11 | $58.91 |
| Plumbing and mechanical services tradesperson level 2 | 105.2 | $48.53 | $50.96 | $53.50 | $56.18 | $58.99 | $61.94 |
| Plumbing and mechanical tradesperson - special class level 1 | 110 | $50.77 | $53.31 | $55.97 | $58.77 | $61.71 | $64.80 |
| Plumbing and mechanical services tradesperson - special class level 2 | 115 | $53.06 | $55.71 | $58.50 | $61.42 | $64.49 | $67.72 |
| Sprinkler Fitting Classifications | | | | | | | |
| Sprinkler Fitter Assistant | 86.29 | $41.40 | $43.47 | $45.64 | $47.93 | $50.32 | $52.84 |
| Sprinkler Fitting Tradesperson Level 2 | 105.2 | $48.53 | $50.96 | $53.50 | $56.18 | $58.99 | $61.94 |
| Sprinkler Fitting Tradesperson – special class level 1 | 110 | $50.77 | $53.31 | $55.97 | $58.77 | $61.71 | $64.80 |
| Sprinkler Fitting Tradesperson – special class level 2 | 115 | $53.06 | $55.71 | $58.50 | $61.42 | $64.49 | $67.72 |
| Roofing Classifications | | | | | | | |
| Roof Plumber (possessing relevant Certificate III trade qualification) | 105.2 | $48.53 | $50.96 | $53.50 | $56.18 | $58.99 | $61.94 |
| Roof Plumber (fully competent to trade level) | 100 | $46.16 | $48.47 | $50.89 | $53.44 | $56.11 | $58.91 |
| Roof Plumber (trade assistant) | 80 | $36.93 | $38.78 | $40.72 | $42.75 | $44.89 | $47.13 |
| Lagging Classifications | | | | | | | |
| New Entrant/ Assistant | 65 | $30.01 | $31.51 | $33.08 | $34.74 | $36.47 | $38.30 |
| Lagger Class C | 85 | $39.23 | $41.19 | $43.25 | $45.41 | $47.68 | $50.07 |
| Lagger Class D | 90 | $41.55 | $43.63 | $45.81 | $48.10 | $50.50 | $53.03 |
| Tradesperson, Lagger, Sheet Metal Worker | 100 | $46.16 | $48.47 | $50.89 | $53.44 | $56.11 | $58.91 |
| Apprentices (Except Roofing and Sprinkler Fitting) | | | | | | | |
| 1st Year | 40 | $18.47 | $19.39 | $20.36 | $21.38 | $22.45 | $23.57 |
| 2nd Year | 55 | $25.39 | $26.66 | $27.99 | $29.39 | $30.86 | $32.40 |
| 3rd Year (also mature age 1st year, 2nd year and 3rd year) | 75 | $34.63 | $36.36 | $38.18 | $40.09 | $42.09 | $44.20 |
| 4th Year | 90 | $41.55 | $43.63 | $45.81 | $48.10 | $50.50 | $53.03 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Apprentices (Roofing) | | | | | | | |
| 1st Year | 40 | $18.47 | $19.39 | $20.36 | $21.38 | $22.45 | $23.57 |
| 2nd Year | 60 | $27.70 | $29.08 | $30.54 | $32.06 | $33.67 | $35.35 |
| 3rd Year (also mature age 1st year, 2nd year and 3rd year) | 80 | $36.93 | $38.78 | $40.72 | $42.75 | $44.89 | $47.13 |
| Apprentices (Sprinkler Fitting) | | | | | | | |
| 1st Year | | $23.98 | $25.18 | $26.44 | $27.76 | $29.15 | $30.61 |
| 2nd Year | | $26.40 | $27.72 | $29.11 | $30.56 | $32.09 | $33.69 |
| 3rd Year | | $35.92 | $37.72 | $39.60 | $41.58 | $43.66 | $45.84 |
| 4th Year (also mature age 1st year, 2nd year and 3rd year) | | $43.18 | $45.34 | $47.61 | $49.99 | $52.49 | $55.11 |

**1. Allowances**

**2. Employees Accepting Responsibility to Statutory Authorities**

This allowance applies to employees within the classifications set out in SECTION TWO of this appendix.
An Employee who is required to act on their plumbers or gasfitters licence/s issued by an appropriate state authority will be paid an additional amount per week for each week of their employment whether or not they have in fact acted on such licence/s. Acting on one's licence will mean signing of notices, assuming responsibility to relevant authorities.

**3. Compensation for Tools and Clothing**

An Employee whose clothes, spectacles, hearing aid, or tools have been accidentally spoilt by acid, sulphur or other substances will be paid such amount to cover the loss thereby suffered by the employee as may be agreed upon between the employee and the employer.

An Employee will be reimbursed by the Employer to the maximum amount in APPENDIX ONE, SECTION FIVE for loss of tools or clothing by fire or breaking and entering whilst securely stored at the Employer's direction in a room or building on the Employer's premises, job or workshop, or if the tools are lost or stolen while being transported by the Employee at the employers' direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an Employee's absence after leaving the job because of injury or illness. An Employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.

The parties agree that strict adherence on both sides regarding use and provision of storage facilities is to be adhered to. Compensation will not be applied where an Employee has not followed the Employer's clear instructions.

Where an Employee is absent from work because of illness or accident and has advised the Employer, the Employer will ensure that the Employee's tools are securely stored during their absence. In the event that these tools are lost or stolen, the amount payable for compensation for tools applies.

Reimbursements will be at the current replacement value of new tools of the same or comparable quality.

The Employee will report any theft to the police prior to making a claim on the Employer for replacement of stolen tools

**4. Apprentices Training**

In addition to provisions elsewhere in this Agreement at clause 18, Apprentices shall be paid all wages and allowances as specified by this Agreement whilst attending training including daily fares and travel. All time spent attending training in the course of the apprenticeship shall count as time served for all purpose.

**5. Training**

In addition to provisions elsewhere in this Document at clause 19, "All reasonable costs associated with training, including meals, accommodation and course fees will be paid by the Employer."

**6. Public and Product Liability Insurance**

The Employer will maintain Public and Product Liability insurance that adequately covers all employees for all aspects of their work, including work carried out for the employer under the individuals licence. Where the employer does not maintain adequate insurance, and a claim is made against an employee, the employer will indemnify the individual concerned.

**7. Call Back**

An Employee recalled to work overtime after leaving the Project site (whether notified before or after leaving the site) will be paid for a minimum of three hours work at the appropriate rates for each time they are so recalled. Except in the case of unforeseen circumstances arising the Employee will not be required to work the full three hours if the job or jobs they were recalled to perform is completed within a shorter period.

**8. The Services Trades Queensland (STQ)**

STQ is a partnership between the Plumbers Union Qld and the Services Trades sectors of:

- plumbing;
- air conditioning and mechanical services; and
- fire protection.

As represented by their respective employer associations:

- the Master Plumbers Association Queensland,
- the National Fire Industry Association Queensland; and
- Air Conditioning and Mechanical Contractors Association Queensland.

STQ's purpose is to advance the services trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and Employee engagement particularly by enabling future orientated skills and competencies development. STQ's core business
s objectives are:

- increasing Services Trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

The Employer agrees to support STQ by contributing for each Employee who is paid in accordance with this Agreement under the classifications set out in APPENDIX ONE SECTION TWO the weekly amount of:

| From 1/07/2018 | From 1/7/2019 | From 1/7/2020 | From 1/7/2021 | From 1/7/2022 | From 1/7/2023 |
|---|---|---|---|---|---|
| $25.00 | $30.00 | $35.00 | $40.00 | $45.00 | $50.00 |

For clarity, this amount is paid in addition to BEWT.
Contributions will continue to be paid on behalf of an Employee during any absence of paid leave (including periods on WorkCover (for the first 12-months), CIPQ and Q-Leave. Contributions shall be calculated on a weekly basis paid monthly into the STQ Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.

The minimum employer contribution to STQ will be no less than for two Employees.

Upon signing this Agreement, the Employer will be liable to contribute an amount as specified in the trust deed on such dates as required.

## 3. SECTION THREE – Electrical Workers

**This APPENDIX ONE, SECTION THREE reflects the Document of the Parties respondent to this Agreement in respect of, among other things, classifications and wage rates and for Electrical Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.**

**Wages**

| COMMERCIAL CONSTRUCTION | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Grade | 1/07/2018 | | 1/07/2019 | | 1/07/2020 | | 1/07/2021 | | 1/07/2022 | | 1/07/2023 | |
| | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly |
| Electrical Worker Grade 10 | $2,391.86 | $66.44 | $2,511.45 | $69.76 | $2,637.03 | $73.25 | $2,768.88 | $76.91 | $2,907.32 | $80.76 | $3,052.69 | $84.80 |
| Electrical Worker Grade 9 | $2,197.47 | $61.04 | $2,307.34 | $64.09 | $2,422.71 | $67.30 | $2,543.85 | $70.66 | $2,671.04 | $74.20 | $2,804.59 | $77.91 |
| Electrical Worker Grade 8 | $2,132.46 | $59.24 | $2,239.08 | $62.20 | $2,351.04 | $65.31 | $2,468.59 | $68.57 | $2,592.02 | $72.00 | $2,721.62 | $75.60 |
| Electrical Worker Grade 7 | $2,002.78 | $55.63 | $2,102.92 | $58.41 | $2,208.06 | $61.34 | $2,318.47 | $64.40 | $2,434.39 | $67.62 | $2,556.11 | $71.00 |
| Electrical Worker Grade 6 | $1,932.81 | $53.69 | $2,029.45 | $56.37 | $2,130.92 | $59.19 | $2,237.47 | $62.15 | $2,349.34 | $65.26 | $2,466.81 | $68.52 |
| Foreman Rate Grade 2 | $1,890.05 | $52.50 | $1,984.55 | $55.13 | $2,083.78 | $57.88 | $2,187.97 | $60.78 | $2,297.37 | $63.82 | $2,412.24 | $67.01 |
| Foreman Rate Grade 1 | $1,849.87 | $51.39 | $1,942.36 | $53.95 | $2,039.48 | $56.65 | $2,141.46 | $59.48 | $2,248.53 | $62.46 | $2,360.95 | $65.58 |
| **Electrical Worker Grade 5** | **$1,769.50** | **$49.15** | **$1,857.98** | **$51.61** | **$1,950.87** | **$54.19** | **$2,048.42** | **$56.90** | **$2,150.84** | **$59.75** | **$2,258.38** | **$62.73** |
| Electrical Fitter | $1,727.03 | $47.97 | $1,813.38 | $50.37 | $1,904.05 | $52.89 | $1,999.25 | $55.53 | $2,099.22 | $58.31 | $2,204.18 | $61.23 |
| Communication Technician | $1,679.23 | $46.65 | $1,763.19 | $48.98 | $1,851.35 | $51.43 | $1,943.92 | $54.00 | $2,041.11 | $56.70 | $2,143.17 | $59.53 |
| Electrical Worker Grade 4 | $1,638.27 | $45.51 | $1,720.18 | $47.78 | $1,806.19 | $50.17 | $1,896.50 | $52.68 | $1,991.33 | $55.31 | $2,090.89 | $58.08 |
| Electrical Worker Grade 3 | $1,552.04 | $43.11 | $1,629.64 | $45.27 | $1,711.12 | $47.53 | $1,796.68 | $49.91 | $1,886.51 | $52.40 | $1,980.84 | $55.02 |
| Electrical Worker Grade 2 | $1,465.82 | $40.72 | $1,539.11 | $42.75 | $1,616.07 | $44.89 | $1,696.87 | $47.14 | $1,781.71 | $49.49 | $1,870.80 | $51.97 |
| Electrical Worker Grade 1 | $1,379.59 | $38.32 | $1,448.57 | $40.24 | $1,521.00 | $42.25 | $1,597.05 | $44.36 | $1,676.90 | $46.58 | $1,760.75 | $48.91 |
| | | | | | | | | | | | | |
| These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable. | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| LIFT MECHANICS - ELECTRICAL & MECHANICAL | | | | | | | | | | | | |
| Grade | 1/07/2018 | | 1/07/2019 | | 1/07/2020 | | 1/07/2021 | | 1/07/2022 | | 1/07/2023 | |
| | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly | Weekly | Hourly |
| Tuner - Level 1 | $2,197.47 | $61.04 | $2,307.34 | $64.09 | $2,422.71 | $67.30 | $2,543.85 | $70.66 | $2,671.04 | $74.20 | $2,804.59 | $77.91 |
| Tuner - Level 2 | $2,052.00 | $57.00 | $2,154.60 | $59.85 | $2,262.33 | $62.84 | $2,375.45 | $65.98 | $2,494.22 | $69.28 | $2,618.93 | $72.75 |
| Tuner - Level 3 | $2,002.78 | $55.63 | $2,102.92 | $58.41 | $2,208.06 | $61.34 | $2,318.47 | $64.40 | $2,434.39 | $67.62 | $2,556.11 | $71.00 |
| Electrcian - Special Class | $1,932.81 | $53.69 | $2,029.45 | $56.37 | $2,130.92 | $59.19 | $2,237.47 | $62.15 | $2,349.34 | $65.26 | $2,466.81 | $68.52 |
| Mechanical Fitter - Special Class | $1,909.44 | $53.04 | $2,004.91 | $55.69 | $2,105.16 | $58.48 | $2,210.42 | $61.40 | $2,320.94 | $64.47 | $2,436.98 | $67.69 |
| Electrician | $1,769.50 | $49.15 | $1,857.98 | $51.61 | $1,950.87 | $54.19 | $2,048.42 | $56.90 | $2,150.84 | $59.75 | $2,258.38 | $62.73 |
| Mechanical Fitter | $1,727.03 | $47.97 | $1,813.38 | $50.37 | $1,904.05 | $52.89 | $1,999.25 | $55.53 | $2,099.22 | $58.31 | $2,204.18 | $61.23 |
| Trades Assistant | $1,638.27 | $45.51 | $1,720.18 | $47.78 | $1,806.19 | $50.17 | $1,896.50 | $52.68 | $1,991.33 | $55.31 | $2,090.89 | $58.08 |
| | | | | | | | | | | | | |
| APPRENTICES | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Apprentices | | | | | | | | | | | | |
| First Year | $973.23 | $27.03 | $1,021.89 | $28.39 | $1,072.98 | $29.81 | $1,126.63 | $31.30 | $1,182.96 | $32.86 | $1,242.11 | $34.50 |
| Second Year | $1,150.18 | $31.95 | $1,207.68 | $33.55 | $1,268.07 | $35.22 | $1,331.47 | $36.99 | $1,398.04 | $38.83 | $1,467.95 | $40.78 |
| Third Year | $1,327.13 | $36.86 | $1,393.48 | $38.71 | $1,463.16 | $40.64 | $1,536.31 | $42.68 | $1,613.13 | $44.81 | $1,693.79 | $47.05 |
| Fourth Year | $1,592.55 | $44.24 | $1,672.18 | $46.45 | $1,755.79 | $48.77 | $1,843.58 | $51.21 | $1,935.75 | $53.77 | $2,032.54 | $56.46 |
| | | | | | | | | | | | | |
| Adult Apprentices | | | | | | | | | | | | |
| First Year | $1,327.13 | $36.86 | $1,393.48 | $38.71 | $1,463.16 | $40.64 | $1,536.31 | $42.68 | $1,613.13 | $44.81 | $1,693.79 | $47.05 |
| Second Year | $1,415.60 | $39.32 | $1,486.38 | $41.29 | $1,560.70 | $43.35 | $1,638.73 | $45.52 | $1,720.67 | $47.80 | $1,806.70 | $50.19 |
| Third Year | $1,486.38 | $41.29 | $1,560.70 | $43.35 | $1,638.73 | $45.52 | $1,720.67 | $47.80 | $1,806.70 | $50.19 | $1,897.04 | $52.70 |
| Fourth Year | $1,592.55 | $44.24 | $1,672.18 | $46.45 | $1,755.79 | $48.77 | $1,843.58 | $51.21 | $1,935.75 | $53.77 | $2,032.54 | $56.46 |

**TRADES ASSISTANTS**

a) All trades assistants will be paid (but not classified) in accordance with the provisions for electrical worker grade 4 as per this Agreement.

b) Trades assistants will not perform electrical work.

In addition to the allowances set out in Section 5 of this Appendix, the following allowances will apply to electrical workers:

**Allowances – Lift Industry:**

| **Leading Hand Allowance – All Purpose per hour** | 1/07/2018 | 1/07/2019 | 1/07/2020 | 1/07/2021 | 1/07/2022 | 1/07/2023 |
|---|---|---|---|---|---|---|
| Less than 5 employees | $2.33 | $2.45 | $2.57 | $2.70 | $2.83 | $2.98 |
| More than 6 – less than 10 | $2.91 | $3.05 | $3.21 | $3.37 | $3.54 | $3.71 |
| More than 10 | $3.50 | $3.67 | $3.85 | $4.05 | $4.25 | $4.46 |
| | | | | | | |
| **AUSTEL Allowance – Per week** | $20.00 | $20.00 | $20.00 | $20.00 | $20.00 | $20.00 |
| **Holder of a High-Risk Work Licence – Per Week** | $20.00 | $20.00 | $20.00 | $20.00 | $20.00 | $20.00 |

**Qualified Technical Person (QTP) Allowance**

Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an Electrical Contracting Company.

The QTP who is required to fulfil the role of endorsee to the Electrical Contracting Company and sign the appropriate paperwork, will be paid the following all-purpose allowance, per week:

| 1/07/2018 | 1/07/2019 | 1/07/2020 | 1/07/2021 | 1/07/2022 | 1/07/2023 |
|---|---|---|---|---|---|
| $ 250.00 | $ 262.50 | $ 275.63 | $ 289.41 | $ 303.88 | $ 319.07 |

The Employer will support the QTP in meeting their obligations under the *Electrical Safety Act.*

The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin.
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

**Safety Glasses**
One pair of UV rated safety glasses or UV rated prescription lenses will be provided to employees who are required to work on reflective surfaces such as metal decking, large concrete slabs exposed to sunlight and roofing or curtain walling.

Employees who require them will provide, on commencement and during the term of their employment, prescription spectacles and lenses that meet the requirement of the Work Health and Safety Act and Regulations.

The Employer will reimburse the employee up to $400.00 for the cost of the employee providing prescription spectacles and lenses. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses shall be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the employee's expense.

The parties agree that appropriate eyewear will be worn at all times during working hours and that all items shall be kept clean and in good repair. Where a safety issue is identified the area under dispute shall be isolated (if considered dangerous by either party), barriers put up, suitable notices attached, and every effort should be made to solve the safety issue without any undue delay. Work may continue in all other areas, provided that there is no risk to health and safety in those areas, until a resolution on the issue is found.

**Tools – Electrical Workers**
**Storage of Tools:**

Suitable accommodation shall be provided for the preservation of the employee's tools and clothing. An electrical worker, whilst engaged on a construction site where they are unable to arrange suitable free storage accommodation for their tools, shall be provided with same by the Employer.

Provided further that, where an employee is absent from work because of illness or accident occurring during working hours, the Employer shall ensure that the employee's tools are either transported to the Employer's premises or are securely stored during their absence.

All employees shall be allowed such reasonable time as the Employer deems necessary during working hours on the last working day of each week to put their tools, benches and machines in order.

**Compensation for Loss of Tools:**

The Company is to provide a "tool list form" for completion by each employee on commencement. This form may be adjusted from time to time when the employee increases/decreases his tools.

Where the Company fails to provide the list as mentioned above the Company will be liable for all tools lost, as determined by the employee affected.

(i) Where tools are stored at a workplace:

Tools stored at a workplace at the direction of the Company and which are lost due to flood, fire or by breaking and entering whilst securely stored in a lockup on major construction sites, a site shed, building or workshop must be replaced by the Company provided that:

(a) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and
(b) the loss is reported to the police.

(ii) Where tools are stored in a Company vehicle:

Tools stored in a Company vehicle at the Company direction and which are lost due to flood, fire or by breaking and entering or by the vehicle being stolen must be replaced by the Company provided that:

(c) the employee has taken appropriate precautions to prevent the loss including locking the vehicle and any storage facilities on the vehicle; and
(d) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and
(e) the loss is reported to the police.

Tool replacement shall be based upon the same (or equivalent) standard and type to those declared under (i)(a) and (ii)(b).

However, if the Employer has requested the employee to supply a list of tools kept on the job and the employee has not supplied such a list the Employer's liability will be limited to a maximum amount of $1000.

**Classifications – Electrical Workers (excluding Lift Industry Workers)**

The percentage relativities referred to in Schedule 1 relate to percentages applying before the application of the first $8 arbitrated safety net adjustment made in accordance with the February and November 1994 Review of Wage Fixing Principles and payable under the November 1994 State Wage Case decision.

**1.1 G1 - Electrical Worker Grade 1**

(1) An Electrical Worker Grade 1 is a labourer not otherwise provided for in this Agreement, who is doing labouring work and employed as such.

**1.2 G2 - Electrical Worker Grade 2 - 85% of Base Rate**

(1) An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and

(a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training;

(b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

### 1.3 G3 - Electrical Worker Grade 3

(1) An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2; and

(a) without limiting the scope of the work, the employee may perform the work described below to the level of their training:
  (i) is engaged in storework; or
  (ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or
  (iii) inspects and tests fire alarm or security alarm equipment; or
  (iv) under the supervision of a tradesperson or electronics serviceperson;
    (1) installs radio, communications and related equipment including antenna; or
    (2) installs fire alarm or security alarm equipment; or
    (3) installs data and communication cabling.

(b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(2) Included in this Grade is the work of:

(a) Electronic Equipment Tester/Installer Level 1; and
(b) Purchasing clerk.

### 1.4 G4 - Electrical Worker Grade 4[1]

(1) An Electrical Worker Grade 4 is an employee who:

(a) has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of their training is an employee who:
  (i) is accredited to perform
    (1) scaffolding; or
    (2) rigging; or
  (ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
  (iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson;
    (1) installs radio, communications and related equipment including antenna; or
    (2) installs fire alarm or security alarm equipment; or
    (3) installs, terminates and tests data, and communication cabling.
  (iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.

(b) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

[1] All trades assistants will be paid (but not classified) in accordance with the provisions for electrical worker grade 4 as per this Document

(2) Included in this grade is the work of:

(a) Purchasing Clerk/Storeperson;
(b) Electronic Equipment Tester/Installer Level 2; and
(a) Alarm security tester grade 2.

**1.5 G5 - Electrical Worker Grade 5**

(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who;

(a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or
(b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or
(c) has successfully completed an appropriate instrumentation trade course; or
(d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or
(e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

(2) Included in this grade is the work of:

(a) Electrical Fitter;
(b) Electrical Fitter (Instrumentation and Process Control);
(c) Electrical Mechanic;
(d) Alarm Security Technician Grade 1;
(e) Alarm Security Tester Grade 3;
(f) Television/radio/electronic Serviceperson/mechanic Level 1;
(g) Instrument Tradesperson Level 1;
(h) Refrigeration/Air-Conditioning Tradesperson Level 1; and
(i) Linesperson/Cable Jointer Level 1.

**1.6 G6 - Electrical Worker Grade 6**

(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition

(a) has successfully completed
  (i) 33% of the qualification specified for Grade 7; or
  (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Agreement; or
(b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Agreement through other means including a minimum of one years' experience as an Electrical Worker Grade 5.
(c) is employed to use the skills acquired through the training or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 2;

(b) Television/Radio/Electronic Serviceperson Level 2;

(c) Instrument Tradesperson Level 2;

(d) Refrigeration/Air-Conditioning Tradesperson Level 2;

(e) Linesperson/Cable Jointer Level 2; and

(f) Alarm/Security Technician Grade 2.

**1.7 G7 - Electrical Worker Grade 7**

(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years' experience in the industry,

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 3;

(b) Communications Tradesperson - Special Class;

(c) Electrical Linesperson - Live Line;

(d) Electrician Special Class;

(e) Electronic Serviceperson Grade 3;

(f) Instrument Tradesperson - Complex Systems;

(g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and

(h) Television/Radio/Electronic Serviceperson Grade 3.

**1.8 G8 - Electrical Worker Grade 8**

(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years' experience as an Electrical Worker Grade 7; and

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Electronic Tradesperson;

(b) Instrumentation and Controls Tradesperson;

(c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and

(d) Installation Inspector. [see clause 1.6 - Definitions]

**1.9 G9 - Electrical Worker Grade 9**

(1) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Advanced Certificate or its formal equivalent; and

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 4;
(b) Electronic Serviceperson Grade 4;
(c) Television/Radio/Electronic Serviceperson Grade 4; and
(d) Refrigeration/Air-Conditioning Tradesperson Level 4.

**1.10 G10 - Electrical Worker Grade 10**

(1) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and
(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 5;
(b) Television/Radio/Electronic Serviceperson Grade 4;
(c) Electronic Serviceperson Level 5;
(d) Instrument Tradesperson Level 5; and
(e) Refrigeration/Air-Conditioning Tradesperson Level 5.

## 2. Classification Definitions

2.1 "**Alarm/Security Technician Grade 1**" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.2 "**Alarm/Security Technician Grade 2**" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of two-years on-the-job experience as a serviceperson, working on the company's installations and equipment.

2.3 "**Alarm/Security Technician Grade 3**" means an Alarm/Security Technician who:

(a) has not less than one-year of experience as such and who has satisfactorily completed an appropriate electronics post trades course;
(b) has not less than two-years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

2.4 "**Alarm/Security Technician Grade 4**" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least three-years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least two-years part-time study.
In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
(b) Working under minimum supervision and technical guidance.
(c) Providing technical guidance within the scope of the work described in this definition.
(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.5 "**Alarm/Security Tester Grade 1**" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

2.6 "**Alarm/Security Tester Grade 2**" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

2.7 "**Alarm/Security Tester Grade 3**" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.8 "**Communications Tradesperson - Special Class**" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable; and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in clause 1.6.10(a), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

2.9 "**Electrical Fitter**" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.10 "**Electrical Fitter (Instrumentation and Process Control**)" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.11 **"Electrical Foreperson Grade 1"** means a suitably qualified Electrical Tradesperson, who is employed as Foreperson Grade 1 and is responsible for the successful completion of a project or projects in line with the schedule of work as programmed. Such employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 1 could be required to supervise Leading Hands and other employees.

2.12 **"Electrical Foreperson Grade 2"** means a suitably qualified Electrical Tradesperson, who is employed as a Foreperson Grade 2 and who is given the responsibility for the successful completion of projects in line with the schedule of work as programmed. Such employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 2 could be required to supervise Forepersons Grade 1, Leading Hands and other employees.

2.13 **"Electrical Labourer**" shall mean an employee, not otherwise provided for in this Agreement, who is doing work necessary for electrical work.

2.14 **"Electrical Mechanic**" shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.15 **"Electrical Storeperson**" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

2.16 **"Electrical Tradesperson's Assistant"** shall mean an employee directly assisting a tradesperson.

2.17 "**Electronics Tradesperson**" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least three years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least two-years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.
(b) Work under minimum supervision and technical guidance.
(c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition.
(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.18 **“Fire-alarm Systems**" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

2.19 **"Installation Inspector**" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the *Electricity Act 1994*, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic.
(b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:
    (i) AEL 223 - Electrical Installation Work.
    (ii) AEL 226 - Electrical Practices and Responsibilities.
    (iii) AEL 122 - Electrical Installation Testing.
(c) Has at least three-years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least three-years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

2.20 “**Jointer"** shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.21 **“Radio Mechanic**" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

2.22 **"Refrigeration Mechanic or Serviceperson Grade I"** means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

2.23 **“Refrigeration Mechanic or Serviceperson Grade 2"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one-years’ experience as a tradesperson engaged on complex or intricate circuitry or both.

2.24 **"Refrigeration Mechanic or Serviceperson Grade 3"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than two-years’ experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

2.25 "**Refrigeration Mechanic or Serviceperson Grade 4**" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than three-years' experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a two-year post trade course in Industrial Electronics.
In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;
(b) Work under minimum supervision and technical guidance;
(c) Provide technical guidance within the scope of the work described in this definition; and
(d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

2.26 "**Security Alarm Systems**" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

2.27 **"Television Antenna Installer/Erector"** means an adult employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.

2.28 **"Television Mechanic"** shall mean an employee who is mainly employed to assemble and/or repair and/or service and/or test television receiving sets and/or parts.

## Classifications – Electrical Lift Industry Workers

### Classifications

It is the intention of the parties during the life of this Agreement that an appropriate classification system with minimum rates of pay for each classification will be agreed. This will include the assessment criteria to establish what is required to qualify for the classification level and the rate of pay assigned to that classification. Progression will be reliant upon a position being available at the company's discretion. An annual appraisal process will be developed and implemented to continuously assess employees against the criteria. Employees will be provided with training to advance to an available position and to maintain their competency at the attained level. Should anyone fall below the competency required for the classification level or they are no longer required to perform those tasks, they will drop to the rate below until such time as their competency level has increased again. Training will be provided to do this. Notwithstanding this, the classifications below will remain applicable for the life of the Document as will the rates of pay:

3.1 Trades Assistant[2] means a person who has not obtained a trade qualification and who is not an Apprentice but has less than two-years' experience working on the Installation, modernisation, repair and/or maintenance of lifts and escalators.

3.2 Fitter Qualified means a person who has trade qualifications in a relevant area but has less than two-years' experience working as a tradesman away from a workshop in the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators.

3.3 Fitter Special Class means a Fitter as defined in 1.2 above who has performed work away from a workshop In the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators for a period of more than two-years as a tradesman and has met the requirements of the Company's nominated skill and competency assessment process.

3.4 Electrician Licensed means a person who has obtained and maintains a current QLD or recognised reciprocal electrical licence but has less than two-years' experience working as a tradesman away from a workshop in the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators.

3.5 Electrician Special Class means a qualified electrician as defined in 3.4 above who has performed work away from a workshop in the Lift Industry in connection with the installation, modernisation, repair and/or maintenance of lifts and escalators for at least two years as a tradesman or has a post trade electronics qualifications or equivalent and has met the requirements of the Company's nominated skill and competency assessment process.

3.6 Tuner Grade 3 means a qualified electrician as defined in 3.4 above who as a regular part of their work carries out the final tuning, set-up and limited testing of new lifts and modernised lifts across a limited range of the Schindler product and has met the requirements of the Company's nominated skill and competency assessment process.

3.7 Tuner Grade 2 means a qualified electrician as defined in 3.4 above who as a regular part of their work carries out the final tuning, set-up and full testing of new lifts and modernised lifts across a limited range of the Schindler product and has met the requirements of the Company's nominated skill and competency assessment process.

3.8 Tuner Grade 1 means a .qualified electrician as defined in 3.4 above who as a regular part of their work carries out the final tuning, set-up and full testing and set-up of new lifts and modernised lifts across the entire range of the Schindler product and has met the requirements of the Company's nominated skill and competency assessment process.

[2] All trades assistants will be paid (but not classified) in accordance with the provisions for electrical worker grade 4 as per this Document

## 4. SECTION FOUR – Metal and Engineering Workers

**This APPENDIX ONE, SECTION FOUR reflects the Agreement of the Parties respondent to this Agreement in respect of, among other things, classifications and wage rates for Metal and Engineering Workers. Refer to APPENDIX ONE, SECTION FIVE, for allowances, as the context requires.**

### 1. Classifications

The Classification levels for employees engaged under APPENDIX ONE SECTION FOUR shall be read in accordance with the Manufacturing and Associated Industries and Occupations Award 2010.
Wages for apprentices shall be calculated by applying a fixed percentage to the rates of specific trades as provided by the applicable award or order. Provided that the trade rate shall not include the hand tool or power tool allowances for the purposes of this calculation.

**Wage Group:C14**

(a) **Engineering/Manufacturing Employee—Level I**

(b) An Engineering/Manufacturing Employee—Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

(c) An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

(i) performs general labouring and cleaning duties;

(ii) exercises minimal judgement;

(iii) works under direct supervision;

(iv) is undertaking structured training so as to enable them to work at the C13 level.

**Wage Group:C13**

(d) **Engineering/Manufacturing Employee—Level II**

An Engineering/Manufacturing Employee—Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

(e) An employee at this level performs work above and beyond the skills of an employee at the C14 level and to the level of their skills, competence and training:

(i) works in accordance with standard operating procedures and established criteria;

(ii) works under direct supervision either individually or in a team environment;

(iii) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;

(iv) understands and utilises basic statistical process control procedures;

(v) follows safe work practices and can report workplace hazards.

**Wage Group:C12**

(f) **Engineering/Manufacturing Employee—Level III**

An Engineering/Manufacturing Employee—Level III is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.

(g) An employee at this level performs work above and beyond the skills of an employee at the C13 level and to the level of their skills, competence and training:

(i) is responsible for the quality of their own work subject to routine supervision;

(ii) works under routine supervision either individually or in a team environment;

(iii) exercises discretion within their level of skills and training;

(iv) assists in the provision of on-the-job training.

**Wage Group:C11**

Engineering/Manufacturing Employee—Level IV

(h) An Engineering/Manufacturing Employee—Level IV is an employee who has completed an Engineering Production Certificate II or Certificate II in Engineering—Production Technology or equivalent so as to enable the employee to perform work within the scope of this level.

(i) An employee at this level performs work above and beyond the skills of an employee at the C12 level and to the level of their skills, competence and training:

(i) works from complex instructions and procedures;

(ii) assists in the provision of on-the-job training;

(iii) co-ordinates work in a team environment or works individually under general supervision;

(iv) is responsible for assuring the quality of their own work.

**Wage Group:C10**

Engineering/Manufacturing Tradesperson—Level I

(j) An Engineering/Manufacturing Tradesperson—Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

(i) Engineering Tradesperson (Mechanical)—Level I;

(ii) Engineering Tradesperson (Fabrication)—Level I;

(iii) Engineering Tradesperson (Sheet Metal);

(iv) Engineering Tradesperson (Insulation);

(v) or equivalent;

(vi) and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

(k) An Engineering/Manufacturing Tradesperson—Level I works' above and beyond an employee at the C11 level and to the level of their skills, competence and training:

(i) understands and applies quality control techniques;

(ii) exercises good interpersonal and communications skills;

(iii) exercises keyboard skills at a level higher than the C11 level;

(iv) exercises discretion within the scope of this classification level;

(v) performs work under limited supervision either individually or in a team environment;

(vi) operates lifting equipment incidental to their work;

(vii) performs non-trade tasks incidental to their work;

(viii) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training;

(ix) inspects products and/or materials for conformity with established operational standards.

**Wage Group:C9**
**Engineering/Manufacturing Tradesperson—Level II**

(l) An Engineering/Manufacturing Tradesperson—Level II is an:

(i) Engineering Tradesperson (Mechanical)—Level II; or

(ii) Engineering Tradesperson (Fabrication)—Level II; or

(iii) equivalent.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(m) An Engineering/Manufacturing Tradesperson—Level II works above and beyond a tradesperson at the C10 level and to the level of their skills and competence and training performs work within the scope of this level:

(i) exercises discretion within the scope of this classification;

(ii) works under limited supervision either individually or in a team environment;

(iii) understands and implements quality control techniques;

(iv) provides trade guidance and assistance as part of a work team;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

**Wage Group:C8**
**Engineering/Manufacturing Tradesperson—Special Class Level I**

(n) An Engineering/Manufacturing Tradesperson—Special Class Level I means a:

(i) Special Class Engineering Tradesperson (Mechanical)—Level I; or

(ii) Special Class Engineering Tradesperson (Fabrication)—Level I; or

(iii) Equivalent.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(o) An Engineering/Manufacturing Tradesperson—Special Class Level I works' above and beyond a tradesperson at the C9 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) provides trade guidance and assistance as part of a work team;

(ii) assists in the provision of training in conjunction with supervisors and trainers;

(iii) understands and implements quality control techniques;

(iv) works under limited supervision either individually or in a team environment;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

**Wage Group:C7**
**Engineering/Manufacturing Tradesperson—Special Class Level II**

(p) An Engineering/Manufacturing Tradesperson—Special Class Level II means a:

(i) Special Class Engineering Tradesperson (Mechanical)—Level II; or

(ii) Special Class Engineering Tradesperson (Fabrication)—Level II; or

(iii) Higher Engineering/Manufacturing Tradesperson; or

(iv) equivalent.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(q) An Engineering/Manufacturing Tradesperson—Special Class Level II works above and beyond a tradesperson at the C8 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) is able to provide trade guidance and assistance as part of a work team;

(ii) provides training in conjunction with supervisors and trainers;

(iii) understands and implements quality control techniques;

(iv) works under limited supervision either individually or in a team environment;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

**Wage Group:C6**
**Advanced Engineering Tradesperson—Level I**

(r) An Advanced Engineering Tradesperson—Level I means an:

(i) Advanced Engineering Tradesperson (Mechanical)—Level I; or

(ii) Advanced Engineering Tradesperson (Fabrication)—Level I.

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(s) An Advanced Engineering Tradesperson—Level I works' above and beyond a tradesperson at the C7 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) undertakes quality control and work organisation at a level higher than for the C7 level;

(ii) provides trade guidance and assistance as part of a work team;

(iii) assists in the provision of training to employees in conjunction with supervisors/trainers;

(iv) works under limited supervision either individually or in a team environment;

(v) prepares reports of a technical nature on specific tasks or assignments;

(vi) exercises broad discretion within the scope of this level;

(vii) operates lifting equipment incidental to their work;

(viii) performs non-trade tasks incidental to their work.

**Wage Group:C5**
**Advanced Engineering Tradesperson—Level II**

(t) An Advanced Engineering Tradesperson—Level II means an:

(i) Advanced Engineering Tradesperson (Mechanical)—Level II; or

(ii) Advanced Engineering Tradesperson (Fabrication)—Level II;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the *Manufacturing and Associated Industries and Occupations Award 2010* or equivalent.

(u) An Advanced Engineering Tradesperson—Level II works above and beyond a tradesperson at the C6 level and to the level of their skills, competence and training performs work within the scope of this level:

(i) provides technical guidance or assistance within the scope of this level;

(ii) prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;

(iii) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;

(iv) assists in the provision of on-the-job training in conjunction with supervisors and trainers;

(v) operates lifting equipment incidental to their work;

(vi) performs non-trade tasks incidental to their work.

Apprentices

While Apprentices' wage rates are nominally based on a percentage of the relevant all-purpose trade rate (C10) for the work on which they are engaged, as set out below, they will be paid in accordance with the tables in APPENDIX ONE SECTION FOUR of this Agreement:

(v) 1st Year 55%

(w) 2nd Year 65%

(x) 3rd Year 75%

(y) 4th Year 90%

Adult apprentices:

(z) **Adult** means any person who is 21 years of age or over at the time of commencing an apprenticeship.

(aa) While Adult Apprentices' wage rates are nominally based on a percentage of the relevant all-purpose trade rate (C10) for the work on which they are engaged, as set out below, they will be paid in accordance with the tables in APPENDIX ONE SECTION FOUR of this Document.

(i) 1st Year 75%

(ii) 2nd Year 80%

(iii) 3rd Year 84%

(iv) 4th Year 90%

Existing employees

(bb) **Existing employee** will mean a person who has been employed by the Employer in a calling, or classification, relevant to the apprenticeship or traineeship for at least three months immediately prior to becoming an apprentice or trainee with that Employer.

(cc) Existing employees may participate in apprenticeships and traineeships. An existing employee shall not be required to serve any probationary period in relation to their contract of employment or for the purposes of the *Training and Employment Act 2000*. A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the employee's suitability for training under a Training Contract. Where the employee proves to be unsatisfactory for training under a Training Contract, the person shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract in accordance with subclause (hh).

(dd) Where existing employees commence an apprenticeship or traineeship, the Employer shall endeavour to minimise any adverse effects on other employees. Additionally, such other employees shall not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.

(ee) Existing employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee.

(ff) Provided that an existing employee who was engaged as a casual employee prior to becoming employed as a full-time or part-time apprentice or trainee shall not be entitled to retain casual loading.

(gg) An existing employee shall maintain continuity of employment despite having entered into an apprenticeship or traineeship.

(hh) Existing employees whose Training Contract is completed or cancelled shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

**Rates of Pay**

| Grade | 1/07/2019 | | 1/07/2020 | | 1/07/2021 | | 1/07/2022 | | 1/07/2023 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | pw | ph | pw | ph | pw | ph | pw | ph | pw | Ph |
| C5 (130%) | $2,239.65 | $62.23 | $2,351.64 | $65.33 | $2,469.22 | $68.60 | $2,592.68 | $72.02 | $2,722.32 | $75.62 |
| C6 (125%) | $2,153.51 | $59.83 | $2,261.19 | $62.81 | $2,374.25 | $65.96 | $2,492.96 | $69.25 | $2,617.61 | $69.80 |
| C7 (115%) | $1,981.23 | $55.04 | $2,080.29 | $57.79 | $2,184.31 | $60.69 | $2,293.53 | $63.71 | $2,408.20 | $66.90 |
| C8 (110%) | $1,895.09 | $52.65 | $1,989.85 | $55.28 | $2,089.34 | $58.05 | $2,193.81 | $60.94 | $2,303.50 | $63.99 |
| C9 (105%) | $1,808.95 | $50.25 | $1,899.40 | $52.76 | $1,994.37 | $55.41 | $2,094.09 | $58.17 | $2,198.79 | $61.08 |
| C10 (100%) | $1,722.81 | $47.86 | $1,808.95 | $50.25 | $1,899.40 | $52.77 | $1,994.37 | $55.40 | $2,094.09 | $58.17 |
| C11 (92.4%) | $1,591.87 | $44.22 | $1,671.47 | $46.43 | $1,755.05 | $48.76 | $1,842.80 | $51.19 | $1,934.94 | $53.75 |
| C12 (87.4%) | $1,505.74 | $41.83 | $1,581.02 | $43.92 | $1,533.91 | $46.12 | $1,743.08 | $48.42 | $1,830.23 | $50.84 |
| C13 (82%) | $1,412.70 | $39.25 | $1,483.34 | $41.21 | $1,557.51 | $43.27 | $1,635.38 | $45.43 | $1,717.15 | $47.70 |
| C14 (78%) | $1,343.79 | $37.33 | $1,410.98 | $39.20 | $1,481.53 | $41.16 | $1,555.61 | $43.21 | $1,633.39 | $45.37 |
| | | | | | | | | | | |
| First Year (55%) | $947.55 | $26.32 | $994.92 | $27.64 | $1,044.67 | $29.02 | $1,096.90 | $30.47 | $1,151.75 | $31.99 |
| Second Year (65%) | $1,119.83 | $31.11 | $1,175.82 | $32.66 | $1,234.61 | $34.30 | $1,296.34 | $26.01 | $1,361.16 | $37.81 |
| Third Year (75%) | $1,292.10 | $35.90 | $1,356.71 | $37.69 | $1,424.55 | $39.58 | $1,495.78 | $41.55 | $1,570.57 | $43.63 |
| Fourth Year (90%) | $1,550.53 | $43.07 | $1,628.06 | $45.23 | $1,709.46 | $47.49 | $1,794.93 | $49.86 | $1,884.68 | $52.35 |
| | | | | | | | | | | |
| First Year (75%) | $1,292.10 | $35.90 | $1,356.71 | $37.69 | $1,424.55 | $39.58 | $1,495.78 | $41.55 | $1,570.57 | $43.63 |
| Second Year (80%) | $1,378.25 | $38.29 | $1,447.16 | $40.20 | $1,519.52 | $42.22 | $1,595.50 | $44.32 | $1,675.27 | $46.54 |
| Third Year (84%) | $1,447.16 | $40.20 | $1,519.52 | $42.21 | $1,595.50 | $44.33 | $1,675.27 | $46.54 | $1,759.04 | $48.86 |
| Fourth Year (90%) | $1,550.53 | $43.07 | $1,628.06 | $45.23 | $1,709.46 | $47.49 | $1,794.93 | $49.86 | $1,884.68 | $52.35 |

**Allowances**

Welder – Special Class

(ii) An Engineering Tradesperson (Fabrication) or Engineering Tradesperson (Mechanical) employed as a C10 to C5 classification will be paid this allowance if the employee is:

(jj) Qualified, through passing the tests required (pre-employment and/or during employment on the respective Project), to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or

(kk) Qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

Welder Special Class – Exotic Materials

(ll) An Engineering Tradesperson (Fabrication) or Engineering Tradesperson (Mechanical) employed as a C10 to C5 classification will receive this allowance if they are qualified, through passing the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

(i) Stainless Steel (304, 310, 316 and 904 grade)

(ii) Aluminum

(iii) Chrome Molybdenum

(iv) Nine per cent (9%) Ni Steel

(v) A333 Grade 6

(mm) Such tests to be eligible for these allowances may be required prior to employment and during employment, on the Project, to ensure that qualifications are relevant and up to date.

(nn) This allowance only applies to Employees whose welds are recorded Non-Destructive Tested (NDT) for the time so worked.

Welder Tested

This allowance is payable to Engineering Tradesperson (Fabrication) or Engineering Tradesperson (mechanical) (C10 to C5 classification) who, because of the requirements of the employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP. Some or all of these welds may be NDT treated.

## 5. SECTION FIVE - Allowances

This APPENDIX ONE, SECTION FIVE reflects the Document of the Parties respondent to this Document in respect of allowances for Construction Workers, Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Workers, Electrical Workers and Metal and Engineering Workers as the context requires.

**Engagement of more than one mobile crane**

(a) Where more than one crane is engaged on any single lift the following additional payments shall be made:

(i) Where two mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| $4.21 | $4.42 | $4.64 | $4.87 | $5.11 | $5.37 |

(ii) Where three mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| **$8.10** | **$8.50** | **$8.93** | **$9.37** | **$9.84** | **$10.33** |

(iii) Where four mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| **$12.45** | **$13.07** | **$13.72** | **$14.41** | **$15.13** | **$15.89** |

(iv) Where more than mobile four cranes are engaged the crane crew shall be paid at the following additional amount per lift:

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| **$16.45** | **$17.27** | **$18.13** | **$19.04** | **$20.00** | **$21.00** |

Hourly allowances unless specified otherwise:

| ALLOWANCE TITLE | From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|---|
| Acid work | $2.47 | $2.59 | $2.72 | $2.86 | $3.00 | $3.15 |
| Asbestos | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Asbestos eradication | $3.03 | $3.18 | $3.34 | $3.51 | $3.68 | $3.87 |
| Bagging | $0.86 | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 |
| Bitumen | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| laying or lifting other than standard bricks Over 5kg but under 9kg | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Over 9kg but under 18kg | $1.69 | $1.77 | $1.86 | $1.95 | $2.05 | $2.15 |
| 18kg and over | $2.35 | $2.47 | $2.59 | $2.72 | $2.86 | $3.00 |
| Certificate allowance | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Cleaning down brickwork | $0.87 | $0.91 | $0.96 | $1.00 | $1.05 | $1.11 |
| Cold work | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Computing quantities | $6.74 | $7.08 | $7.43 | $7.81 | $8.20 | $8.61 |

| ALLOWANCE TITLE | From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|---|
| Confined spaces | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Cutting tiles | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Dirty work | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Dry polishing of tiles | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Explosive power tools | $2.21 | $2.32 | $2.44 | $2.56 | $2.69 | $2.82 |
| First-aid attendant (minimum qualification) per day | $3.95 | $4.15 | $4.36 | $4.58 | $4.80 | $5.04 |
| Higher first aid cert. per day | $6.24 | $6.55 | $6.88 | $7.22 | $7.58 | $7.96 |
| Furnace work | $2.45 | $2.57 | $2.70 | $2.83 | $2.98 | $3.12 |
| Higher work- Painting trades | $0.87 | $0.91 | $0.96 | $1.00 | $1.05 | $1.11 |
| Hot work between 46-54 Degrees Celsius | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Exceeding 54 degrees | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Insulation | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Laser user and allowance per day | $3.87 | $4.06 | $4.26 | $4.48 | $4.70 | $4.93 |
| Living away from home allowance (per day) | $79.08 | $83.03 | $87.18 | $91.54 | $96.12 | $100.92 |
| Return trip transport Employee/tools (per return trip) | $31.49 | $33.06 | $34.71 | $36.45 | $38.27 | $40.18 |
| Leading hand (other than the lift industry) not more than 1 | $0.72 | $0.76 | $0.80 | $0.84 | $0.88 | $0.92 |
| Leading hand (other than the lift industry) 2 and not more than 5 | $1.57 | $1.65 | $1.73 | $1.82 | $1.91 | $2.01 |
| Leading hand (other than the lift industry) 6 and not more than 10 | $2.00 | $2.10 | $2.21 | $2.32 | $2.43 | $2.55 |
| Leading hand (other than the lift industry) more than 10 | $2.66 | $2.79 | $2.93 | $3.08 | $3.23 | $3.39 |
| Meal allowance | $19.37 | $20.34 | $21.36 | $22.42 | $23.55 | $24.72 |
| Multi-storey: commencement to 15th floor | $1.31 | $1.38 | $1.45 | $1.52 | $1.60 | $1.68 |
| Multi-storey: 16th to 30th | $1.56 | $1.64 | $1.72 | $1.81 | $1.90 | $1.99 |
| Multi-storey: 31st to 45th | $2.43 | $2.55 | $2.68 | $2.81 | $2.95 | $3.10 |
| Multi-storey: 46th to 60th | $3.14 | $3.30 | $3.47 | $3.64 | $3.82 | $4.01 |
| Multi-storey: 61st and onwards | $3.84 | $4.03 | $4.23 | $4.44 | $4.67 | $4.90 |
| Plaster or composition spray | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Power Tools | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Roof repairs | $0.86 | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 |
| Roof repairs over 15 metres eaves pitch over 35 degrees | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Roof repairs over 15 metres eaves pitch over 40 degrees | $1.68 | $1.76 | $1.85 | $1.94 | $2.04 | $2.14 |
| Second-hand timber per day | $3.66 | $3.84 | $4.03 | $4.23 | $4.45 | $4.67 |
| Slushing | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Spray application- Painters | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Swing scaffold first 4 hours 0-15 storeys | $6.74 | $7.08 | $7.43 | $7.81 | $8.20 | $8.61 |
| Swing scaffold after 4 hours 0-15 storeys | $1.41 | $1.48 | $1.55 | $1.63 | $1.71 | $1.80 |
| Swing scaffold first 4 hours 16-30 storeys | $8.68 | $9.11 | $9.57 | $10.04 | $10.55 | $11.07 |
| Swing scaffold after 4 hours 16-30 storeys | $1.83 | $1.92 | $2.02 | $2.12 | $2.22 | $2.33 |
| Swing scaffold first 4 hours 31-45 storeys | $10.27 | $10.78 | $11.32 | $11.88 | $12.48 | $13.10 |

| ALLOWANCE TITLE | From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|---|
| Swing scaffold after 4 hours 31-45 storeys | $2.16 | $2.27 | $2.38 | $2.50 | $2.63 | $2.76 |
| Swing scaffold first 4 hours 46-60 storeys | $16.82 | $17.66 | $18.54 | $19.47 | $20.44 | $21.47 |
| Swing scaffold after 4 hours 46-60 storeys | $3.53 | $3.71 | $3.90 | $4.09 | $4.29 | $4.51 |
| Swing scaffold first 4 hours greater than 60 storeys | $21.45 | $22.52 | $23.65 | $24.83 | $26.07 | $27.37 |
| Swing scaffold after 4 hours greater than 60 storeys | $4.50 | $4.73 | $4.97 | $5.21 | $5.48 | $5.75 |
| Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumber, Special Class Tradesperson, Electrical Worker | $2.33 | $2.45 | $2.57 | $2.70 | $2.84 | $2.98 |
| Tool Allowance : Caster, Fixer, Floor layer specialist, Plasterer, Tiler | $2.00 | $2.10 | $2.21 | $2.32 | $2.43 | $2.55 |
| Tool Allowance: Bricklayer, Waterproofer | $1.74 | $1.83 | $1.92 | $2.02 | $2.12 | $2.22 |
| Tool Allowance : Roof Tilers, Slate Ridge, or Roof Fixer | $1.33 | $1.40 | $1.47 | $1.54 | $1.62 | $1.70 |
| Tool Allowance: Scaffolder, Rigger, Steelfixer,Concreter | $0.86 | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 |
| Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter | $0.76 | $0.80 | $0.84 | $0.88 | $0.93 | $0.97 |
| Towers allowance | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Toxic substances working in close proximity | $1.18 | $1.24 | $1.30 | $1.37 | $1.44 | $1.51 |
| Toxic substances (working with) | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Underground allowance (per week | $20.02 | $21.02 | $22.07 | $23.17 | $24.33 | $25.55 |
| Underground allowance per day or shift or part thereof | $4.03 | $4.23 | $4.44 | $4.66 | $4.90 | $5.14 |
| Wet concrete or campo | $0.86 | $0.90 | $0.95 | $0.99 | $1.04 | $1.09 |
| Wet work | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Travelling outside radial areas (per Km) | $0.76 | $0.80 | $0.84 | $0.88 | $0.93 | $0.97 |
| Transfers during working hours (per Km) | $1.37 | $1.44 | $1.51 | $1.59 | $1.67 | $1.75 |
| Compensation for tools | $2,493.40 | $2,618.07 | $2,748.97 | $2,886.42 | $3,030.74 | $3,182.28 |

The allowances in the below table are cumulative all-purpose allowances paid per hour in accordance with this Document

| | | | | | | |
|---|---|---|---|---|---|---|
| Power Tools | $0.94 | $0.99 | $1.04 | $1.09 | $1.15 | $1.20 |
| Tradesperson Tool | $2.33 | $2.45 | $2.57 | $2.70 | $2.84 | $2.98 |
| Tradesperson | $3.12 | $3.28 | $3.44 | $3.61 | $3.79 | $3.98 |
| Welder Tested | $1.35 | $1.42 | $1.49 | $1.57 | $1.65 | $1.73 |
| Welder – Special Class | $2.36 | $2.48 | $2.60 | $2.73 | $2.87 | $3.01 |
| Welder – Special Class Exotic Materials | $4.14 | $4.35 | $4.57 | $4.80 | $5.04 | $5.29 |

**Health and Safety Representative**

(a) Where an Employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4 / EW4 (as the context requires), or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance of:

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| $2.28 | $2.39 | $2.51 | $2.63 | $2.77 | $2.91 |

**For clarity, an Employee is only entitled to one all-purpose hourly allowance.**

**Marker/Setter Out**

An employee performing the work of a marker/setter out shall be paid an all-purpose allowance of 5% of his/her applicable hourly rate.

**Higher Duties**

Where any Employee on any day performs two or more classes of work to which different rates of pay are applicable, the Employee shall be paid at the higher hourly rate for the day if the Employee is required to work at that class of work for two (2) hours or more, and if for less than two (2) hours during any one (1) day the Employee will be paid the higher rate for the time so worked.

**Union Delegate**

(a) Where an Employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4 / EW4 (as the context requires), or the Employees usual classification.

**In addition, a Union Delegate is entitled to an all- purpose hourly allowance of:**

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| $2.28 | $2.39 | $2.51 | $2.63 | $2.77 | $2.91 |

**For clarity, an Employee is only entitled to one all-purpose hourly allowance. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.**

In addition to the wage rates prescribed in this Document, Employees shall be paid additional allowances as provided for by the relevant Award. The rates for the various allowances shall be as provided below subject to the allowance for the year 2023 being the sole allowance increase for that year.

The rates for all allowances shall be payable from the commencement of the first pay period after the dates specified.

**Fares and Travel Allowance**

All Employees shall be entitled to receive the fares and travel allowance in accordance with clause 25 of their Award, which is at the following rates for Construction Workers:

**Daily Entitlement**

| From 1/07/2018 | From 1/07/2019 | From 1/07/2020 | From 1/07/2021 | From 1/07/2022 | From 1/07/2023 |
|---|---|---|---|---|---|
| $51.00 | $51.00 | $55.00 | $55.00 | $60.00 | $60.00 |

**Apprentices shall receive the following percentage of the amount detailed above:**

| 1st Stage | 2nd Stage | 3rd Stage | 4th Stage |
|---|---|---|---|
| 75% | 85% | 90% | 95% |

**Leading Hand**

A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/or supervising the work of one or more other persons. A person specifically appointed to be a leading hand, will be paid for all purposes, the leading hand allowance appropriate for the number of persons in the Employee's charge. Additionally, a leading hand will be paid at the hourly rate of the highest classification supervised or the Employee's own hourly rate, whichever is the highest.

**Living Away from Home Allowance**

(a) Where an Employee is engaged on distant work, the provision of reasonable board and lodgings will be supplied by the Employer, at no cost to the Employee.

(b) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

(c) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

(d) Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided by APPENDIX ONE.

(e) Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

(f) An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:

(i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(ii) the Employee's personal circumstances including any family responsibilities;

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and

(v) any other relevant matter.

All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

### Power Tools

Where an Employee is specifically required to supply their own power tools (maximum of three commercial quality power tools plus a lead) by the Employer, the Employer will be responsible for all consumables and tagging and will replace all stolen tools if in an Employer lock up. Where the Employer requires the Employee to lend a power tool to another Employee, the Employer is deemed to have taken ownership of the tool and will replace the tool with a new tool of the same brand and model or an agreed alternative. The Employer will pay the rate per hour as detailed in APPENDIX ONE of this Agreement.

## APPENDIX 2 – REDUNDANCY AND INCOME PROTECTION

### 1. Section 1 - All Employees Other Than Electrical Workers

1. This APPENDIX TWO, SECTION ONE, applies to all Employees other than Electrical Workers.

   Note: this APPENDIX TWO, SECTION ONE applies to Metal and Engineering Workers subject to clause 12 below.

2. The Employer will contribute the following amounts (including GST) per week to CIPQ in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those Employees:

   (a) from 1 March 2019 - $39.30.

3. The income protection policy provided by the Employer will provide the following amounts as weekly benefits in the event of a claim:

   (a) from 1 March 2019 -$1600.

4. If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines. Payment at the rate specified under this clause 4 above from the date determined by CIPQ will satisfy the Employer's obligations under clause 3 above.

5. If the Employer does not contribute to CIPQ the amount required under clause 4 above in respect of each and every Employee, the Employer will pay an additional $1,500 per week on top of what benefit the policy provides and also reimburse the Employee for costs (i.e. medical expenses, claims management and rehabilitation expenses) incurred by the Employee, for a period of three-years in the event that an Employee is unable to make a claim because of the non-payment by the Employer.

6. Where applicable, the Employer will utilise BERT to meet all of the liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment pursuant to the terms of the Employee's Redundancy fund.

7. The Employer will contribute on behalf of each Employee the following minimum weekly amount:

   (a) $110.00 per Employee effective first pay period January 2018;

   (b) $115.00 per Employee effective first pay period January 2019;

   (c) $120.00 per Employee effective first pay period January 2020;

   (d) $125.00 per Employee effective first pay period January 2021;

   (e) $130.00 per Employee effective first pay period January 2022; and

   (f) $135.00 per Employee effective first pay period January 2023.

8. At the same time contributions are made to the Employee's Redundancy fund, the Employer must pay to the Trustee of the Building Employees Welfare Trust (BEWT) or other similar fund nominated by the Union an amount equal to the following:

   (a) $14.20 per Employee effective first pay period January 2018;

   (b) $14.90 per Employee effective first pay period January 2019;

(c) $15.60 per Employee effective first pay period January 2020;

(d) $16.30 per Employee effective first pay period January 2021;

(e) $17.00 per Employee effective first pay period January 2022; and

(f) $17.70 per Employee effective first pay period January 2023.

Apprentice contributions shall be calculated using the following percentage of the trade rate:

| 1st Stage | 2nd Stage | 3rd Stage | 4th Stage |
|---|---|---|---|
| 50% | 60% | 75% | 90% |

9. Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by QLeave or NTBuild), public holidays, sick leave, family violence leave and compassionate leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.
10. Where the Employee's balance in the Employee's Redundancy fund reaches $15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to CBUS or BUSS(Q). It is the Employee's option only. Where an Employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.
11. Contributions to the Employee's Redundancy fund must be made, at a minimum, on a monthly basis. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.
12. This APPENDIX TWO, SECTION ONE applies to Metal and Engineering Workers subject to the following:
    (a) Income protection policy will be provided by WAGEGUARD and as such the Employer will make contributions to WAGEGUARD; and
    (b) The relevant redundancy fund is PROTECT.

## 2. Section 2 - Redundancy Trust Scheme (CIRT) QLD for Electrical Workers

1. This APPENDIX TWO, SECTION TWO, applies only to Electrical Workers.

**DEFINITIONS**
For the purposes of this Section Two:

**"Authorised leave"** shall include periods away from work on:

i. Annual leave;

ii. Paid sick leave;

iii. Family leave;

iv. Bereavement leave;

v. Public holidays;

vi. Long service leave;

vii. Parental leave;

viii. Income protection;

ix. Rostered days off;

x. WorkCover;

xi. Any leave which is paid for by the Employer;

xii. Any leave pursuant to this Document, other than unpaid leave as provided in clause 6.10; and

xiii. Any leave pursuant to the National Employment Standard, as set out in the Act, but shall not include any periods of continuous unpaid leave (and so that there can be no doubt continuous unpaid leave is a form of leave which does not fall into one of the categories set out as (i) to (xiii)) greater than 20 days leave taken at one time.

**"Date of Certification"** means the date of certification of this Agreement.

**"Redundancy"** for the purposes of this clause means where the Company no longer requires the work which the Employee has been performing to be performed by anyone and this leads to termination of employment, but redundancy does not include:

i. termination by the Employee by voluntary resignation, retirement, death or permanent disability or abandonment; or

ii. termination by the Company for disciplinary reasons.

**"Redundancy Fund"** means an approved employee entitlement fund such as the Contracting Industry Redundancy Trust (Queensland);

**"Pay period"** shall mean the period of not more than seven-days over which an Employee's entitlement to remuneration is accrued.
It is specifically agreed between the Company and the Employees that there will be no action taken to contrive redundancy where situations of genuine redundancy do not exist.

**REDUNDANCY PAYMENTS**

(a) All Employees, inclusive of casuals, are entitled to redundancy benefits through payments made by the Employer to Redundancy Fund ("the Redundancy Fund payment") by the Company on their behalf. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

(b) The entitlement to the Redundancy Fund payment for a pay period shall arise when the Employee has worked 19 hours or more during a pay period provided that all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

(c) In circumstances where an Employee's entitlement to the Redundancy Fund payment arises whilst the Employee is on authorised leave then the Redundancy Fund payment shall be made in the same quantum as the Redundancy Fund payment paid by the Company in relation to the Employee for the pay period immediately preceding the commencement of the authorised leave.

(d) The Company shall at the time of termination:

(i) provide a Redundancy Fund "certificate of employment" to the Employee with the Employee's termination payment, within four-working days;

(ii) ensure all contributions owing to Redundancy Fund in relation to the Employee are paid up to date; and

(iii) complete a certificate of employment on the form provided by Redundancy Fund to certify the length of the Employee's employment with the Company and to forthwith forward that certificate to Redundancy Fund.

(e) When an Employee's employment is terminated by the Company on account of redundancy the Company shall pay to the Employee a lump sum that equals the amount the Company is obliged to pay pursuant to the relevant industrial instrument in regard to redundancy less any credits in the Employee's account in Redundancy Fund, provided that if the Company's obligation in relation to redundancy pursuant to the relevant industrial instrument is equal to or less than the credits in the Employee's account in Redundancy Fund, then the Company shall not be liable for any further payments in relation to redundancy pursuant to this Clause.

(f) All Redundancy Fund payments must be paid to Redundancy Fund on or before the 15th of each month.

(g) The Redundancy Fund payment shall be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.

(h) The Employer will contribute on behalf of each Employee the following minimum weekly amount:

(i) $110.00 per Employee effective first pay period January 2018;

(ii) $115.00 per Employee effective first pay period January 2019;

(iii) $120.00 per Employee effective first pay period January 2020;

(iv) $125.00 per Employee effective first pay period January 2021;

(v) $130.00 per Employee effective first pay period January 2022; and

(vi) $135.00 per Employee effective first pay period January 2023.

Apprentice contributions for the Redundancy payment shall be calculated using the following percentage of the trade rate:

| 1st Stage | 2nd Stage | 3rd Stage | 4th Stage |
|---|---|---|---|
| 50% | 60% | 75% | 90% |

**TRAINING PAYMENT**

(a) The Company shall make payments to Jetco Inc for the purposes of providing training funds for employees for skills within the Queensland Electrical Contracting Industry ("the training contribution").

(b) The training contribution shall be a total amount being the sum of $15.00 per pay period per Employee, inclusive of casuals but excluding apprentices/trainees, employed by the Company who have worked 19 hours or more in the pay period concerned.

(c) For the purposes of (b) all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

(d) The training contribution is part of, and not in addition to, the payments provided for in the wage and other remuneration clause of a Division under the heading "Redundancy/Training".

(e) The training contribution is to be made to Jetco Inc on or before the 15th of each month.

(f) The maximum training contribution inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation will be $15 per pay period per employee.

(g) No Employee shall, pursuant to this clause, be entitled to receive any payment from the Company directly or indirectly, provided that Employees shall be entitled, subject to Jetco Inc's Document, to recover from Jetco Inc reimbursement of approved training costs.

JETCO

Jetco Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and employee engagement particularly by enabling future orientated skills and competencies development. Jetco Inc's core business objectives are:

- increasing the electrical trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

The Employer agrees to support Jetco Inc by contributing for each Employee who is paid in accordance with this Document under the classifications set out in this Section of Appendix 2, the weekly amount of $40 per week.

For clarity, this amount is paid in addition to ALL PAYMENTS set out above.

Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

**Administrative Arrangements**

The Company shall, for administrative purposes only, remit the Redundancy Fund payment and the training payments referred to in this Appendix as one sum of money, and a receipt shall be a sufficient receipt for determining compliance.

**INCOME PROTECTION**

To provide make up pay for any absence without pay due to the incapacitation of the employee, the Company will contribute an "Employer's Contribution" amount as outline in the table below (or such other amount as determined by the provider) per week to provide Income Insurance on the basis:

a) the amount will not be paid directly to the employee;
b) The level of insurance will ensure the employee receives 90% of their income, as defined in the Energy Super Insurance Guide;
c) the premium will only be paid into Income Protection for Electrical Workers as administered by Energy Super, monthly, in alignment with superannuation payments.

| Category & Description | Year from: | Year To: | Benefit Level (per week)[1, 2] (Gross) | Employer's Contribution[2] |
|---|---|---|---|---|
| | | | | |
| Category A | 1 April 2018 | 1 April 2019 | $4,221.47 | $70.92 |
| | | | | |
| Category B | 1 April 2018 | 1 April 2019 | $2,814.13 | $39.39 |
| | | | | |
| Category C | 1 April 2018 | 1 April 2019 | $2,251.31 | $31.52 |
| | | | | |
| Category D | 1 April 2018 | 1 April 2019 | $1,688.48 | $23.64 |
| | | | | |
| Category E | 1 April 2018 | 1 April 2019 | $1,406.79 | $17.72 |
| | | | | |
| Category F | 1 April 2018 | 1 April 2019 | $1,125.65 | $13.80 |
| | | | | |
| Category G | 1 April 2018 | 1 April 2019 | $729.30 | $17.35 |

1 *The actual Income Protection benefit payable will be the lesser of the weekly benefit outlined above, or 90% of your income.*

2 *Indexed by 5% on 1 April each year.*

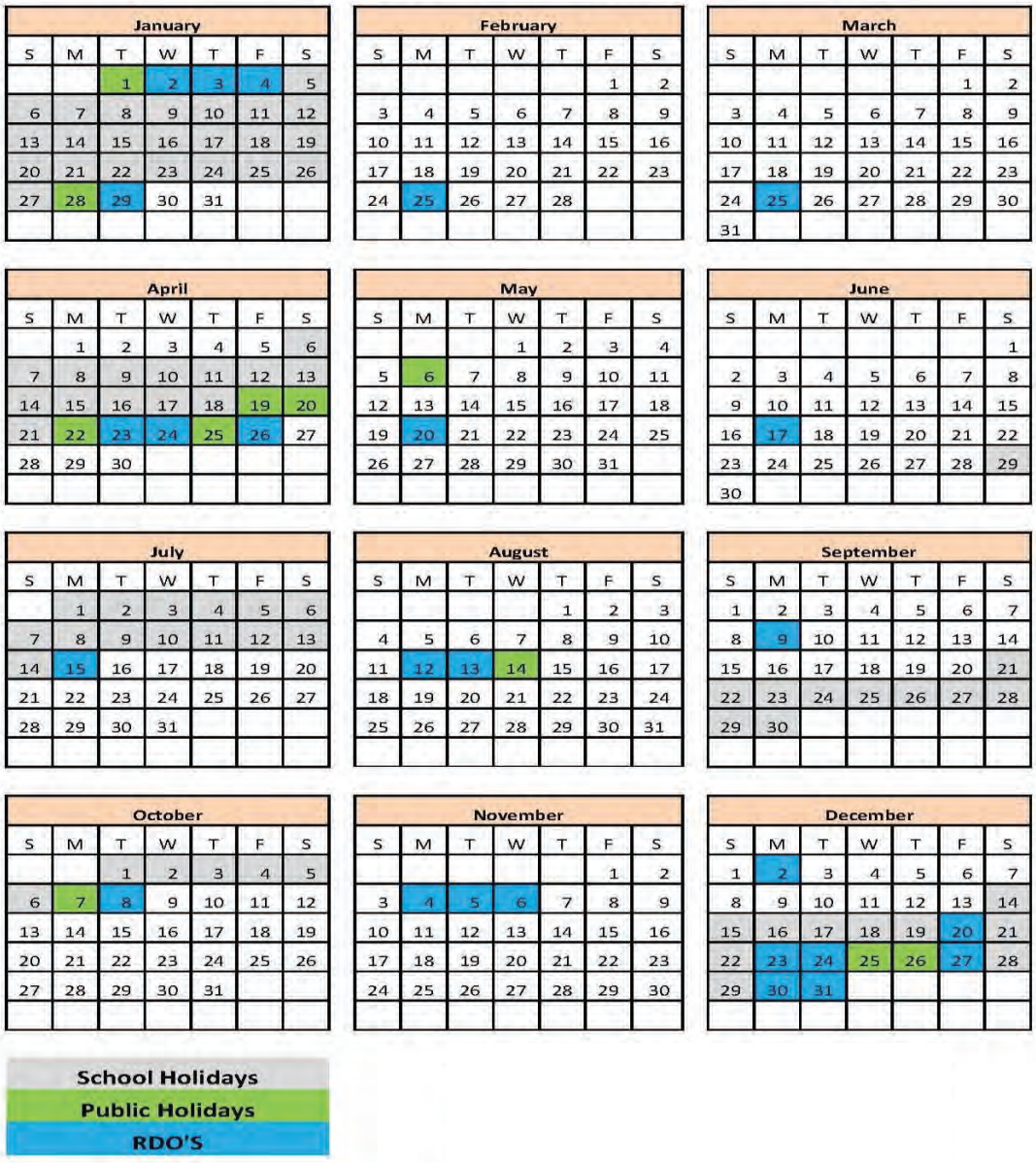
At the employee's discretion, additional available benefits may be purchased from the nominated fund either directly by the employee or by utilising the Salary Sacrifice provisions as agreed to by the parties.

The Employer will not be required to pay into the fund any additional payments for any additional purpose.

Where an employee makes a claim for income insurance and requires the company to complete "Part C Employer Section", the Employer shall have "Part C" completed and returned to the employee within five-days.

## APPENDIX 3 - RDO CALENDARS

### 2019 RDO CALENDAR



# 2020 RDO CALENDAR

**January**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**February**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |

**March**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

**April**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

**May**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

**June**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

**July**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

**August**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

**September**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

**October**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

**November**

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
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**December**

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| | | 1 | 2 | 3 | 4 | 5 |
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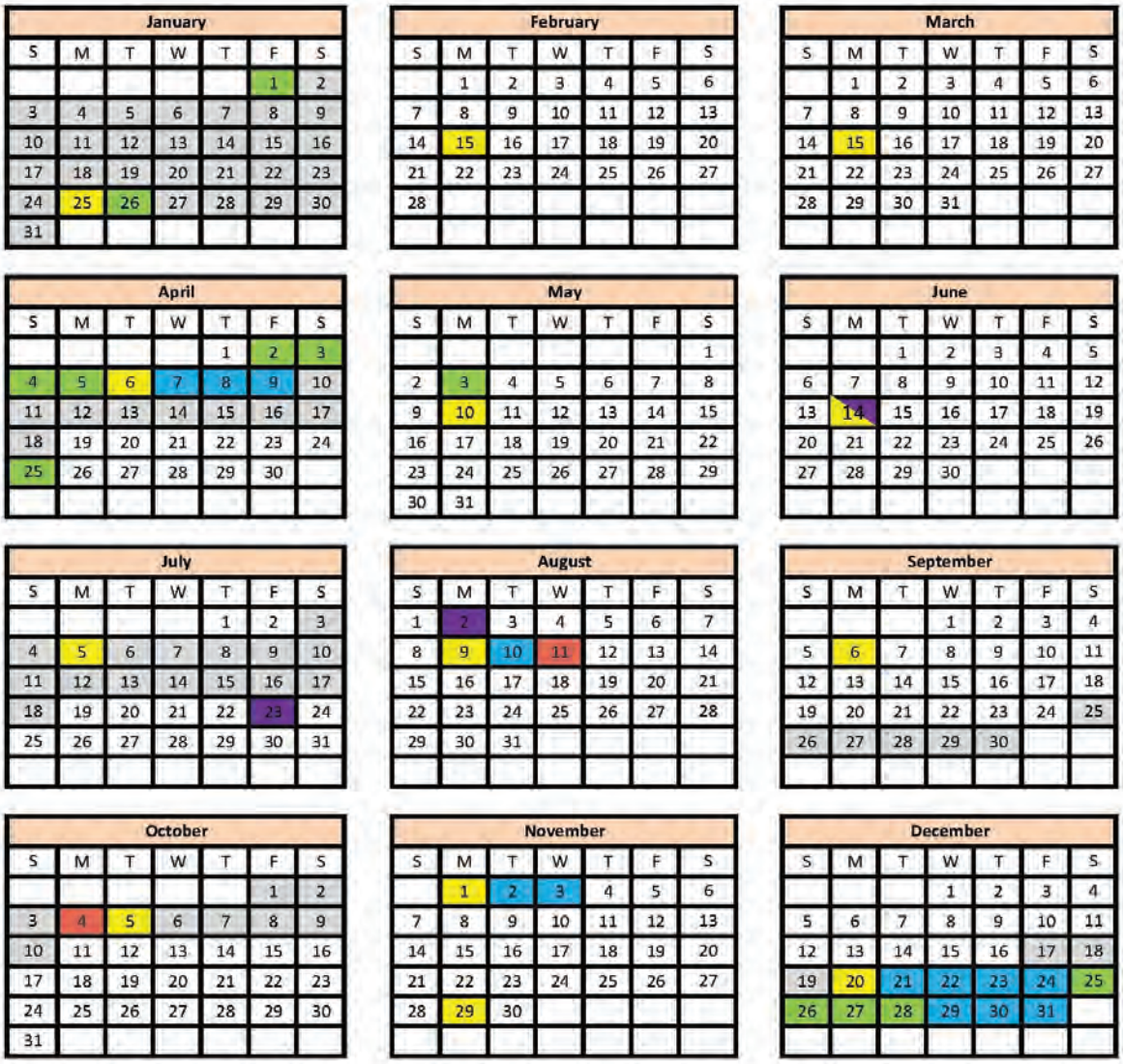
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

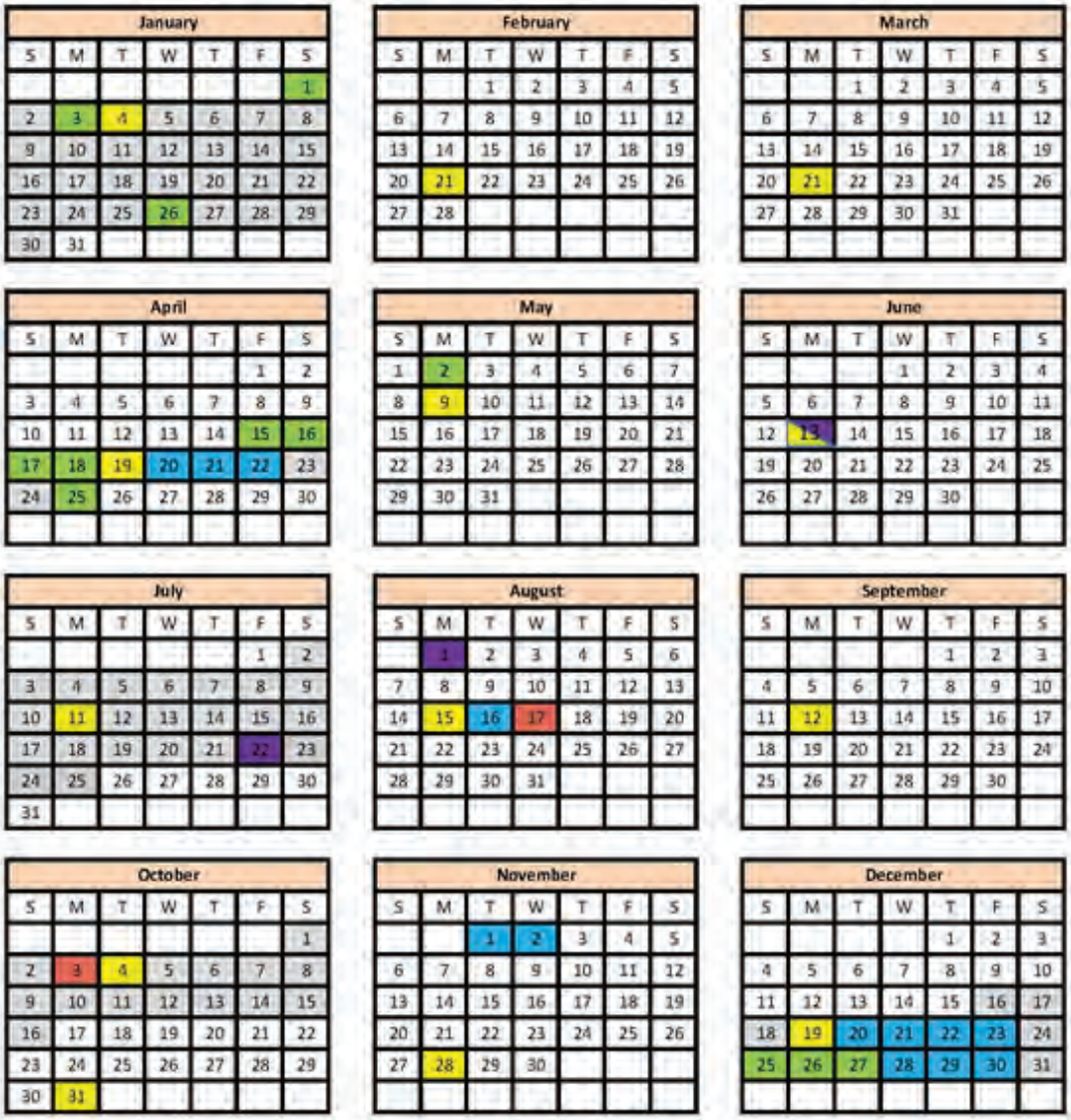
QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

CFMEU
QLD/NT

## 2021 RDO CALENDAR



## 2022 RDO CALENDAR



# APPENDIX 4 – IMPAIRMENT POLICY

## 1. PRINCIPLES

1.1 The health, wellbeing and safety of employees are of paramount importance to the employer, employees and their Unions. This policy is part of a broad work, health and safety (WHS) program to secure the highest level of health and safety in the workplace.

1.2 The policy adopts a WHS approach that involves identifying, assessing and controlling all workplace hazards, using the hierarchy of control, and then reviewing these controls to ensure ongoing improvements.

1.3 The focus of this policy is on the WHS risks associated with impairment and should be read in conjunction with other company policies concerning health and safety, particularly in relation to fatigue management, risk management and safe systems of work.

1.4 This policy has been compiled in a manner that is non-punitive and supportive of employees. This policy shall not be used in a discriminatory manner. Anti-Discrimination Law protects against discrimination on the basis of addiction and may also protect against discrimination on the basis of impairments caused by drug and alcohol addiction or use.

1.5 The policy and procedures adopt a peer-based intervention approach based on fairness and equity for all employees.

## 2. SCOPE

2.1 This policy will apply to all employees (including managers and supervisors), contractors and labour hire staff. The policy applies to these groups at all times when they are engaged in company business, whether on or off site and when driving company vehicles.

## 3. STRUCTURE

The Impairment Policy is categorised in order with the intended implementation:

3.1 Training & Awareness

(a) Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:

(i) Workplace Impairment Training (WIT) - all workers onsite will do this training;

(ii) Preliminary Impairment Assessment (PIA) – HSR's, delegates and the PC's safety staff will undertake this training.

3.2 Testing

Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.

3.3 Support Services

Rehabilitation, counselling and EAP's. Support is strictly non- punitive and can be accessed at anytime (self-identification of the need for help is strongly encouraged).

## 4. OBJECTIVES

4.1 The objectives of this policy are as follows:

(a) To provide a safe and healthy working environment for all workers;

(b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;

(c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;

(d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;

(e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;

(f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;

(g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

## 5. RESPONSIBILITIES

5.1 The employer shall:

(a) Provide a work environment that is safe and without risks to health and safety;

(b) Provide information about the testing requirements to all existing employees, contractors and labour hire staff and to all new staff at the point of induction;

(c) Ensure that this policy is implemented fairly and equitably across all sections of the workforce;

(d) Comply with the four policy implementation steps outlined below;

(e) Have adequate resources (e.g. a room that allows for confidential impairment assessments to be discussed) if necessary, suitable transport to safely remove impaired employees from the workplace to be able to meet the objectives of this policy.

5.2 Employees shall:

(a) Co-operate reasonably with the employer in the implementation of this policy;

(b) If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others, they should inform their employer and a Preliminary Impairment Assessor (PIA) of this belief;

(c) Not possess, consume, or be under the influence of, alcohol or other drugs while working;

(d) Ensure that they do not work, if they believe that they may be impaired;

(e) Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;

(f) Inform their employer and a Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

## 6. POLICY IMPLEMENTATION WILL INVOLVE THE FOLLOWING STEPS.

6.1 Principal Contractor (PC)/Employer and Union shall agree on a policy start date.

6.2 Engagement of an agreed training and rehabilitation/treatment service providers.

6.3 Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).

6.4 Ongoing promotion of this policy

A purpose of the policy and procedure is to provide protocols and procedures for workplace alcohol and other drug testing that are evidence-based, consistent with best practice, comply with relevant Australian Standards, and contribute to workplace safety and worker wellbeing.

6.5 The following drug and alcohol testing programs will be adopted:

(a) Self-testing;

(b) Random Shift testing;

(c) For-cause testing;

(d) Post-incident testing;

(e) Reasonable concern testing;

(f) Testing of Minors.

6.6 Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

6.7 The employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.

6.8 With the endorsement/acceptance of the Impairment Policy the PC will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.

6.9 It will also ensure compliance with this policy as follows:

(a) Subcontractors will be contractually required to comply with this procedure as a condition of subcontract;

(b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

6.10 Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

## 7. DEFINITION OF A WORKER

7.1 Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:

(a) an employee (either salaried or wages);

(b) a contractor or subcontractor;

(c) an employee of a contractor or subcontractor;

(d) an employee of a labour hire company;

(e) an apprentice or trainee;

(f) a student gaining work experience;

(g) an outworker;

(h) a volunteer;

(i) a visitor to a workplace (noting that for the purposes of section 12 of this policy, visitors are not to be included in the calculation for the number of random tests to be conducted).

## 8. TRAINING

8.1 The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/Employer. Impairment awareness training sessions will be delivered to all workers (including principal contractor workers), sub-contractors and labour hire workers at least once every two years.

8.2 In addition to the below training course outlines, principal contractors will be required to develop a site-specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.

8.3 The below requirements will be audited on an annual basis. Requirements for an approved training provider:

(a) Must have previous experience delivering Workplace Impairment Training;

(b) Must consult with professional organisations to develop all training courses;

(c) Must be able to demonstrate a continuous improvement plan for each training course.

8.4 Trainers must have the following qualifications:

(a) Cert IV in WHS;

(b) Cert IV in Training and Assessing (TAE);

(c) Nationally Accredited Course in On-Site Drug and Alcohol Testing;

8.5 All training must be delivered Face-to-Face (F2F).

8.6 Workplace Impairment Training (WIT)

(a) WIT course must be a minimum of two (2) hours in length and must cover the following topics:

(i) Australian Workplace Health and Safety construction statistics;

(ii) Overview of the *Workplace Health and Safety Act*, state specific;

(iii) Mental Health - discussing at length stress, anxiety and depression;

(iv) Fatigue - overview of causes and coping mechanisms;

(v) Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;

(vi) Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;

(vii) Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;

(viii) Harm related to drug and alcohol use;

(ix) Understanding what a standard drink is and how long it will stay in your system;

(x) Detection rates for illegal drugs;

(xi) Administering self-alcohol and drug tests;

(xii) Information about EAP and the services they offer;

(xiii) Workers who are selected for drug and alcohol testing must also be trained in this policy.

8.7 Preliminary Impairment Assessor (PIA)

(a) PIA training must be a minimum of four (4) hours in length and must cover the following topics:

(i) Understanding the signs of impairment;

(ii) Conflict resolution;

(iii) Skills to conduct an impairment Assessment;

(iv) Overview of what a PIA is;

(v) What are possible impairment factors;

(vi) Causes and symptoms of impairment;

(vii) Investigative skills.

(b) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:

(i) the training session will not interfere with workers wanting to use the room for smoko or lunch; or

(ii) the training session will not be interfered with by workers wanting to use the room in general.

## 9. TESTING METHODS

9.1 Alcohol Testing Method

Alcohol testing must only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

9.2 Drug Testing Method

(a) Drug testing may only be performed by oral fluid testing;

(b) The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

(c) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;

(d) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

9.3 Substances tested

As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:

(a) Alcohol;

(b) Opiates;

(c) THC;

(d) Cocaine;

(e) Benzodiazepines;

(f) Amphetamine; and

(g) Methamphetamine.

Where applicable the above testing methods must be used for the purpose of section 12.1 of this policy.

## 10. TESTING PROVIDER

10.1 Must be NATA Accredited.

10.2 Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

10.3 Must be agreed upon by the PC/Employer and the Union.

10.4 Minimum standards that the testing company must meet are as follows:

(a) competent and trained staff;

(b) appropriate equipment and instruments;

(c) proper management and storage of test kits and reagents;

(d) secure and controlled storage and management of samples;

(e) comprehensive record keeping; and

(f) clear and precise reporting.

10.5 Before the Authorised Testing Agent is engaged to be the sample collector for the PC all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

## 11. ROOM REQUIREMENTS

11.1 Each workplace shall have a room nominated for use to undertake drug and alcohol testing consistent with this procedure. This room will not normally be the first aid room at a workplace unless a workplace has multiple first aid rooms and the use of a first aid room for the purpose of drug and alcohol testing will not affect the ability of the workplace to respond to a first aid incident.

11.2 The room selected for use must so far as reasonably practicable:

(a) Provide privacy for the Worker being tested including but not limited to:

(i) Have a closing door;

(ii) Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;

(iii) Not allow conversations to be casually overheard by other workers.

(b) Be clean and hygienic;

(c) Be free from interruption whilst testing is being undertaken; and

(d) Include discrete entry and exit.

## 12. TESTING REQUIREMENTS

12.1 Code compliant workplaces -

On workplaces where the value of the Commonwealth's contribution to the project that includes the building work is at least $5,000,000, and represents at least 50% of the total construction project value or the Commonwealth's contribution to the project that includes the building work is at least $10,000,000 (irrespective of its proportion of the total construction project value), the following minimum testing requirements must be adhered to.

12.2 Frequent and periodic testing (at least once per month) of the workforce (both construction workers and site office workers) as follows:

(a) **Alcohol** - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

(b) **Drugs** - As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual Document by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

(i) where there are less than 30 Workers at a workplace – at least 10% of the workforce;

(ii) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

(iii) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;

(iv) The number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

| Number of Workers | Criteria | Action |
|---|---|---|
| Less than 30 Workers at a workplace | Confirmed positive results in two-consecutive tests at the same workplace | Testing of 20% of workforce |
| 30 to 100 Workers at a workplace | Confirmed positive results for three or more workers in two-consecutive testing rounds at the same workplace | Testing of 10 workers |
| Greater than 100 workers | Confirmed positive results for six or more workers in two-consecutive testing rounds at the same workplace | Testing of 20 workers |

12.3 The increased testing requirements shall continue until no Confirmed Positive test results are recorded for two-consecutive testing periods.

12.4 Other jobs

On jobsites/workplaces where there is no Commonwealth contribution, testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites i.e. blanket alcohol and code requirements for drug testing.

## 13. PRESCRIBED MEDICATIONS

13.1 Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Authorised Testing Agent prior to undergoing any requested test

13.2 If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non-Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.

13.3 Workers who record a Non-Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.

13.4 If that confirmatory result is a Positive Result Confirmatory Test, then:

(a) The terms and conditions of the applicable industrial Document shall be observed in relation to consultation and consequence management action.

13.5 When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action.

13.6 Where a Worker is excluded from the workplace as a result of a Non-Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

(a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;

(b) The level of the medication detected is consistent with therapeutic use;

(c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and

(d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

## 14. SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION

14.1 A Worker participating in a treatment plan for a medical condition, managed by a Registered Medical Practitioner and involving a Prescribed Drug/Only Drug could result in a Non-Negative Result Initial Test if they are selected for Drug and Alcohol testing.

14.2 If in the above circumstance a Non-Negative Result Initial Test occurs, and provided that the Worker has:

(a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing;

(b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;

(c) Then the Non-Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker will be prevented from performing work until they can provide declaration they are fit to return to work.

14.3 Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the prescribed medical practitioner, then a Negative Result shall be recorded, and no results retained.

14.4 Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and, the levels are not consistent with that prescribed by the Registered Medical Practitioner or another drug(s) type is recorded, then a positive result confirmatory test shall be recorded.

14.5 Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

## 15. TESTING RESULTS

15.1 Alcohol

(a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;

(b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety, the Workers will be directed to remain within the testing vicinity and they will be re-tested no sooner than 60 minutes after the original test;

(c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;

(d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;

(e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:

(i) Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent;

(ii) Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test 60 minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent;

(iii) Where the second test indicates a level greater than 0.000% BAC the Worker will be further excluded from work duties for the remainder of the shift;

(iv) Where a Worker is to be sent home using their own transport, this shall only be permitted if the blood alcohol concentration test result is below that prescribed by applicable road transport legislation and has been determined as not rising for that Worker.

Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).

Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements.

(v) Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test, they will not be allowed to commence work, hence 15.1 Alcohol- (d) in this policy, will apply.

15.2 Drugs

(a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);

(b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;

(c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;

(d) A Confirmatory Test will be required where a Non-Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;

(e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

## 16. FORMS OF TESTING

16.1 Self-Testing

(a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;

(b) Where self-test facilities are made available, voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;

(c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, if the worker tests non-negative for any substance in section 9.3 of this policy, they will be deemed not to be fit for work and will be prevented from performing work until they are fit for work. All Workers have obligations under the *Work Health and Safety Act* or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not willfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

16.2 Random Shift Testing

(a) In terms of Random Shift Testing it is in imperative that the PC/Employer and the Union do not know on what day, or at what time the Authorised Testing Agent will conduct the tests;

(b) It is a condition of entry for all Workers at any workplace to comply with any request to participate in random Drug and Alcohol testing as a condition of employment or contract. This means that all Workers attending or seeking to attend a workplace will be eligible for testing;

(c) Testing for Alcohol or other Drugs for Workers shall be mandatory and will be undertaken at any time throughout the Worker's hours of work (including overtime) or at any time whilst at the workplace;

(d) Individual Workers will be selected for drug testing using a simple random selection process. A random draw will be conducted using an Authorised Testing Agent independent software to randomise the selection of Workers for testing;

(e) The random selection process includes the selection of Workers from across the entire workplace subject to the testing;

(f) A Worker selected for testing will be required to present themselves for testing within a reasonable time. Random shift testing shall be conducted in a room which provides for privacy for the selected worker during testing; the requirements for this room are outlined in the Room Requirements section of this policy.

16.3 For Cause Testing

(a) An employer/supervisor may only request an employee to undertake for cause testing if:

(i) The employee has been involved in an accident or incident, or had the potential to, cause:

(ii) serious and major damage to mobile plant or property; or

(iii) an injury to themselves or other individual(s); or

(iv) Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with Occupational Health and Safety (OHS) legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

16.4 Post Incident Testing

(a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

(b) Where a Worker(s) is to be tested following a significant incident/event they may request to be accompanied by their employee representative until they have completed all testing required.

(c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.

(d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

16.5 Reasonable Concern Testing

(a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:

(i) An observable phenomenon occurs, which is:

- the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
- Unusual and/or inexplicable actions by the employee; or

(ii) There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or

(iii) The employee has breached safety precautions or procedures.

16.6 Testing of Minors

(a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.

(b) Where a minor is selected for testing and:

(i) A letter of consent is held, then the provisions of this procedure shall apply; or

(ii) Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be unable to continue working until consent is given.

## 17. REFUSAL TO TEST

17.1 If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:

(a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;

(b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;

(c) If the worker still refuses, the refusal will be treated as a confirmed positive result and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

## 18. DISCIPLINARY ACTION

18.1 The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.

18.2 First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:

(a) Required to attend the Support as referred to in this Policy;

(b) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(c) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

18.3 Second occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12-month period will be:

(a) Required to re-attend the Support as referred to in this Policy

(b) Required to participate in a rehabilitation program referred to in "Support" in this policy

(c) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(d) Given a verbal warning with a diary entry placed on file; and

(e) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

18.4 A worker who has received three confirmed positive test results for alcohol or drugs which has been detected in a 12-month period may be disciplined under the Employer's disciplinary processes.

18.5 A worker who fails to attend Employee Assistance Provider (EAP) sessions may be disciplined under this policy in accordance with principles of natural justice.

18.6 No disciplinary action will be taken in respect of positive test results from a self-test.

## 19. SUPPORT

19.1 The Principal Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

(a) allowing access to any Union support programs; and

(b) provide an employer funded EAP to be available to workers.

19.2 The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

## 20. SELF- DECLARATION

20.1 Workers will not be disadvantaged for self-disclosure and therefore will be supported through counselling and rehabilitation processes and provided with the Support contained in this policy. In such cases the worker will be permitted to access personal leave in the first instance, then accrued leave, and may return to work when fit-for-duty.

20.2 The worker may be suspended from any work with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

## 21. PRIVACY

21.1 Drug and Alcohol testing results shall remain confidential and will only be used for the purpose of compliance with this Procedure in the manner required by the *Privacy Act 1988* (Cth). Any information provided or declared by a Worker regarding:

(a) Prescribed Drug and Pharmacy Only Drug consumed;

(b) Medical conditions or the like;

(c) Their proposed return to the workplace following exclusion by this procedure.

21.2 Will also remain confidential and managed in accordance with the *Privacy Act 1988* (Cth). Similarly, where a Worker supplies information regarding the use, sale or supply of Drugs or Alcohol at a workplace, unless the Worker otherwise agrees or as otherwise required by law, the Worker's identity will be kept confidential.

21.3 All Positive Results Confirmatory Test will be maintained on the relevant Worker's personnel records located at the workplace.

21.4 Protections from Worker Deoxyribonucleic Acid (DNA) misuse

Workers selected for testing shall have their personal DNA protected by:

(a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.

(b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an Non-Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

21.5 These protections will be notified to Workers during training.

## 22. CONSULTATION

22.1 If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.

22.2 The attendees shall seek to reach agreement on any proposed amendments.

22.3 No amendments shall be implemented unless agreement is reached by the Employer, the Union and the relevant stakeholders.

22.4 Employment Assistance Program (EAP)

22.5 The Employment Assistance Program (EAP) is an agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job-related problems.

22.6 To have a successful Impairment Policy at the workplace, the Policy must address how those at the workplace, including employees of the principal contractor, subcontractors and their employees and others, will be required to comply with the Impairment Policy.

22.7 The below requirements will be audited on an annual basis of the employer:

(a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;

(b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;

(c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;

(d) Provide support for their workers and their immediate families;

(e) Must be able to provide treatment services which must include the following:

(i) General counselling;

(ii) Drug and Alcohol counselling;

(iii) Drug and Alcohol detoxification services;

(iv) Drug and Alcohol rehabilitation services;

(v) Case Management services;

(vi) Psychology services.

(f) Must have a history of delivering support services to the Building and Construction Industry

(g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

## 23. ADDENDUM

23.1 Refer to the National CFMEU Impairment Policy for more information and detail about impairment in the construction industry. The policies and procedures in the national document look at the impairment issues of Mental Health, Injury and Illness, Fatigue, Chemicals, Heat, Cold and Noise, and Alcohol, Illegal Drugs and Legal Drugs and provide the research behind the implementation of this Impairment Policy.

## APPENDIX 5 – CALCULATION OF SUPERANNUATION

The rates as calculated in clause 24.3 above of this Agreement have been calculated using the agreed industry formula as follows:

**Employer Contribution**

12% of the sum of:

CW3 – Carpenters (100% Trade) rate;

Leading hand Site Allowance p/h ($35m project);

Fares and travel five-day week; and

Leading hand rate (2-5) p/h.

**Co-contribution**

3% of the sum of:

CW3 – Carpenters (100% Trade) rate;

Leading hand Site Allowance p/h ($35m project);

Fares and travel 5-day week; and

Leading hand rate (2-5) p/h.

## APPENDIX 6 - RDO NOTIFICATION FORM

Notification pursuant to clause 29.5 (c) to Work on Scheduled RDO

Date: _____

| | |
|---|---|
| Employer | |
| Date of Scheduled RDO | |
| Project Name | |
| Project Address | |
| Work to be undertaken | |
| Approximate number of employees required: | |
| Union delegate/employee representative (if applicable) | |

**Manager Contact Details**

Name: _____

Phone: _____

Fax: _____

**Tick the appropriate Box**

□ Affected Employee/s consulted by Employer

□ Affected Employee/s not wishing to work in accordance with the clause have been given an opportunity to reasonably refuse

□ Affected Employee/s informed that if they have a concern about working the scheduled RDO they can raise the matter with their union delegate/employee representative.

**Reason/s for work on scheduled RDO (as per clause 32 of the Document)**

□ High risk activity (specify below)

□ Maintenance, repair, commissioning

□ Restrictions, laws, regulations, etc.

□ Inclement weather

□ Other

**Explanation of ground/s listed above:**

| |
|---|
| |

## APPENDIX 7 – AUDIT FORM

EMPLOYER NAME: _____

ABN NUMBER: _____

ADDRESS: _____

PRINCIPAL NAME: _____

PRINCIPAL TITLE: _____

WORKCOVER POLICY NUMBER: _____

Number of personnel: _____

Overtime 1½x _____

Overtime 2x _____

Base Hourly Rate _____

Fares & Travel _____

| | | | |
|---|---|---|---|
| Superannuation: | □ Yes | □ No | |
| Redundancy Trust Fund: | □ Yes | □ No | |
| Training Fund: | □ Yes | □ No | |
| Income Insurance: | □ Yes | □ No | |
| STQ: | □ Yes | □ No | *Payable only for employees engaged under* |
| RDO Accrual: | □ Yes | □ No | |
| Annual Leave: | □ Yes | □ No | |
| Sick Leave: | □ Yes | □ No | |
| PSLS: | □ Yes | □ No | |
| Group Tax: | □ Yes | □ No | |

STATUTORY DECLARATION BY PRINCIPAL: I hereby state that the Employer has paid all of its entitlements and legal obligations in accordance with the appropriate industrial instrument.

.....PRINCIPAL

AUTHORISED BY CPA/INSTITUTE OF CHARTERED ACCOUNTANTS

EMPLOYER NAME:

NAME OF ACCOUNTANT:

REGISTRATION DETAILS

AUTHORISATION STATEMENT: I have examined the time and wages records and hereby certify that they are in accordance with the appropriate industrial instrument.

.....CERTIFIED PRACTISING ACCOUNTANT

## APPENDIX 8 - ENDORSEMENT OF THE AGREEMENT

Signed for and on behalf of ABN

I, of am authorised to sign the Agreement on behalf of the

**SIGN NAME**

**ADDRESS**

_____

**DATE**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

**WITNESS NAME**

Signed for and on behalf of the **Construction, Forestry, Maritime, Mining and Energy Union**

I, Michael Ravbar/Jade Ingham, Divisional Branch Secretary/ Assistant Secretary of The Construction, Forestry, Maritime, Mining and Energy Union, Construction and General Division, Queensland Northern Territory Divisional Branch am authorised to sign the Document on behalf of The Construction, Forestry, Maritime, Mining and Energy Union:

**SIGN NAME**

**DATE**

16 Campbell Street, Bowen Hills, Qld, 4006

**ADDRESS**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

**PRINT NAME**

Signed for and on behalf of the **CEPU Electrical Division**

I, Peter Ong, Divisional Branch Secretary of CEPU Electrical Division, Queensland & Northern Territory Divisional Branch am authorised to sign the Document on behalf of the CEPU Electrical Division

**SIGN NAME**

**DATE**

**ADDRESS**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

**PRINT NAME**

Signed for and on behalf of the **CEPU Plumbing Division**

I, Gary O'Halloran, Divisional Branch Secretary of CEPU Plumbing Division, Queensland & Northern Territory Divisional Branch am authorised to sign the Document on behalf of the CEPU Plumbing Division

**SIGN NAME**

**DATE**

**ADDRESS**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

**PRINT NAME**

Signed for and on behalf of the **AMWU**

I, Rohan Webb, Secretary of AMWU, Queensland & Northern Territory Divisional Branch am authorised to sign the Document on behalf of the AMWU

**SIGN NAME**

**DATE**

**ADDRESS**

**IN THE PRESENCE OF**

**WITNESS SIGNATURE**

**PRINT NAME**

# REQUEST FOR CLARIFICATION

Email response to this request to:

Adam Whittaker
[redacted]

| | |
|---|---|
| RFC Number | CPB_RFC011 |
| Tenderer | CPB Contractors Pty Ltd |
| Contact Person | Mr Ross Olsens |
| Contact Phone | [redacted] |
| Contact email | [redacted] |
| Document Name *(if applicable)* | Bruce Highway Upgrade – Cooroy to Curra, Section D: Woondum to Curra Tender |

## REQUEST

**Industrial Relations**

With regard to the Contractors approach to Industrial relations you are requested to provide the following:

1. Provide details of the industrial arrangements for your proposed Subcontractors and Major Suppliers.
2. Provide commentary on how these subcontractors and suppliers are integrated into your Industrial Relations Management Plan.
3. Detail how the engagement of these subcontractors and suppliers will align with the Queensland Government's Best Practice Principles for industrial relations and your responses and commitments from Stage 1 of this tender process.
4. What do you see as the IR risks for this project and how will they be managed? How have these been informed by past experience on similar projects.
5. The conditions for this project will be guided by your Queensland Civil and SMP Agreement 2016, which has reached its expiry. Do you intend to continue to operate under that agreement or replace it?
6. What is the approach to the application of RDOs on this project? The EBA nominates either a calendar for the project or mutually agreed with the employer.
7. Payment terms for subcontractors will be through the CIMIC 10-day Supplier Payment facility. Please confirm this is correct and confirm that this will be consistently applied.
8. What is the proportion of direct and indirect labour for the project? For indirect labour what award will be applied for those workers?
9. What process will be implemented to ensure that subcontractors are compliant with their respective EBAs on the project?

You are required to submit all the requested information by 2:00pm 20 November 2020.

Please call to discuss any concerns that you may have in relation to the above, particularly compliance with the above deadline.

*Authorisation*

[redacted]

*Adam Whittaker*

***Tender Manager*** *Date: 22/10/2020*

# RESPONSE

CPB Contractors confirms the below response to each of the requested IR items.

1. ***Provide details of the industrial arrangements for your proposed Subcontractors and Major Suppliers.***

   *CPB Response: -*
   *All subcontractors will work under their relevant Industrial instruments which will be assessed for compliance with the Commonwealth Building Code 2016. CPB will work with all prospective subcontractors and local businesses to ensure the requirement for Code Compliance is understood and that industrial instruments are accompanied by the required Self Declaration A or a Determination of Compliance letter from the ABCC.*

2. ***Provide commentary on how these subcontractors and suppliers are integrated into your Industrial Relations Management Plan.***

   *CPB Response: -*
   *CPB include non-cost criteria as part of the onboarding process to ensure compliance to IR, Safety, Quality and Environmental requirements. CPB will ensure all subcontractors are compliant with the Commonwealth Building Code 2016 prior to awarding work packages.*

   *Additionally, CPB Contractors will ensure that the approved WRMP is issued to all subcontractors as required by the code.*

   *CPB Contractors will monitor and promote compliance with the Code and the WRMP and as outlined within Part K of our proposed WRMP included within our offer.*

3. ***Detail how the engagement of these subcontractors and suppliers will align with the Queensland Government's Best Practice Principles for industrial relations and your responses and commitments from Stage 1 of this tender process.***

   *CPB Response: -*
   *The above responses (1 and 2) are in line with our Stage 1 responses submitted to TMR as part of CPB's Best Practice Principles submission. Our procurement process mandates these requirements to ensure compliance and CPB conduct regular audits of this process to ensure all project teams are compliant with both the Queensland Government's Best Practice Principles along with our own procurement policy.*

4. ***What do you see as the IR risks for this project and how will they be managed? How have these been informed by past experience on similar projects.***

   *CPB Response: -*
   *CPB Contractors do not foresee any notable IR risks for the project beyond those already addressed within the WRMP.*

   *CPB Contractors update our IR policies and procedures to meet state and federal legislative requirements and continually review and update in accordance with both these requirements and with relevant project experiences. Projects are directly supported by our Queensland Business Unit and our approach has successfully delivered recent and current TMR projects without IR issues.*

5. ***The conditions for this project will be guided by your Queensland Civil and SMP Agreement 2016, which has reached its expiry. Do you intend to continue to operate under that agreement or replace it?***

   *CPB Response: -*
   *CPB confirms that our Queensland Civil and SMP Agreement 2016 has lapsed and we are in the process of replacing this agreement. CPB will continue to operate under the Queensland Civil and SMP Agreement 2016 until a new agreement is in place.*

6. ***What is the approach to the application of RDOs on this project? The EBA nominates either a calendar for the project or mutually agreed with the employer.***

   *CPB Response: -*
   *For subcontractors approved for works on the project, RDO's will be in accordance with their relevant industrial instruments.*

   *CPB Contractors intend to set an RDO calendar for direct labour employed on the project as per our Queensland Civil and SMP 2016 agreement.*

7. ***Payment terms for subcontractors will be through the CIMIC 10-day Supplier Payment facility. Please confirm this is correct and confirm that this will be consistently applied.***

   *CPB Response: -*
   *Regarding the CIMIC 10-day Supplier Payment Facility, historically this program has been available and offered to subcontractors and suppliers, but not mandatory. Currently there is limited take up from the subcontractor and supplier market. Based on this it will not be consistently applied and we will review the programs use based on the level of market participation.*

   *We do confirm that CPB will pay as per legislative requirements.*

8. ***What is the proportion of direct and indirect labour for the project? For indirect labour what award will be applied for those workers?***

   *CPB Response: -*
   *CPB Contractors plan to deliver the project with primarily local subcontractors. This will mean our directly hired workforce will be a relatively low number. Our workforce will be 10-20% of the total workforce due to the large number of local subcontractors engaged. Once the Contract is awarded, we will engage with the market and determine the proportion of direct and indirect labour and review (for compliance) the relevant industrial instrument that will be applied to the indirect workforce.*

9. ***What process will be implemented to ensure that subcontractors are compliant with their respective EBAs on the project?***

   *CPB Response: -*
   *CPB Contractors, as part of the WRMP, will ensure all subcontractor's industrial instruments are assessed for compliance with the Commonwealth Building Code 2016.*

   *Subcontractors will provide regular statutory declarations of compliance with each monthly progress payment, with obligations relating to wages and entitlements. CPB will provide a statutory declaration with each monthly progress payment to DTMR.*

   *In the event of suspected or actual breaches of industrial instrument conditions, CPB will report them to the relevant Government body and work with the subcontractor to ensure issues are rectified promptly.*

Should you have any queries in relation to the responses above please contact Emma McCaughey to discuss further on [redacted] or via TeamBinder [redacted]

*Authorisation*

[redacted]

*For and on behalf of CPB Contractors Pty Limited*
*Name: Mr Ross Olsen* *Date: 20th November 2020*
*Pre-Contracts Manager QLD & PNG*

# REQUEST FOR CLARIFICATION

Email response to this request to:

Adam Whittaker
[redacted]

| | |
|---|---|
| RFC Number | CPS RFC012 |
| Tenderer | CPS Contractors Pty Ltd |
| Contact Person | Mr Ross Olsens |
| Contact Phone | [redacted] |
| Contact email | [redacted] |
| Document Name *(if applicable)* | Bruce Highway Upgrade - Cooroy to Curra, Section D: Woondum to Curra Tender |

## REQUEST

**Industrial Relations**

Further to your response to RFC011 regarding your approach to Industrial relations you are requested to provide the following additional information:

1. Please provide a list of potential IR risks that you have identified for the project and the mitigation measures that have/will be implemented. The identified risks should be based on your understanding of the industrial relations environment likely for the project and the lessons learnt from previous projects. Example risks could be:
    a. Breaches of Right of Entry provisions,
    b. Not providing an adequate response to, or resolution of, minor onsite issues raised by an employee, whether they are a union member or not,
    c. Not providing an adequate response to, or resolution of, issues raised by unions with membership on the project,
    d. Grievances between direct hire and indirect (labour) hire workforce employees regarding terms and conditions of employment
    e. Insufficient analysis of subcontractors from an employee relations and BPP perspective.
2. Payment terms for subcontractors - we note the CIMIC 10-day Supplier Payment Facility, whilst available has had limited take up from the subcontractor and supplier market. Timely payment of approved invoices for the supply of goods and services to Queensland Government remains a priority particularly as the market and economy recover from the impacts of Covid-19, as such:
    a. Could you provide TMR with the terms of this Payment Facility and your views as to why its adoption has been limited,
    b. Could you also outline what CPB's standard payment terms are for subcontractors and suppliers who do not adopt the 10-day Supplier Payment Facility. Noting that the Contract payment terms are 20 Business days following receipt of a payment claim.

You are required to submit all the requested information by 2:00pm 27 November 2020.

Please call to discuss any concerns that you may have in relation to the above, particularly compliance with the above deadline.

*Authorisation*

[redacted]

*Adam Whittaker*

***Tender Manager***

*Date: 25/11/2020*

## RESPONSE

CPB Contractors confirms the below response to each of the requested IR items.

1. ***Please provide a list of potential IR risks that you have identified for the project and the mitigation measures that have/will be implemented. The identified risks should be based on your understanding of the industrial relations environment likely for the project and the lessons learnt from previous projects. Example risks could be:***
    a. ***Breaches of Right of Entry provisions,***
    b. ***Not providing an adequate response to, or resolution of, minor onsite issues raised by an employee, whether they are a union member or not,***
    c. ***Not providing an adequate response to, or resolution of, issues raised by unions with membership on the project,***
    d. ***Grievances between direct hire and indirect (labour) hire workforce employees regarding terms and conditions of employment***
    e. ***Insufficient analysis of subcontractors from an employee relations and BPP perspective.***

    *CPB Response: -*

    *Please refer to the table below outlining the potential project industrial relations risks CPB have identified for Cooroy to Curra Section D Package 2 Project and the management measures CPB will adhere to, to ensure compliance with the Code. This WRMP has been used on recent projects in the previous years inclusive of Mackay Ring Road Stage 1 and Mackay Northern Access Upgrade which was deemed suitable by ABCC. Neither of these projects have had any significant IR issues.*

    .

| No. | Identified Risk | Mitigation Measure |
|---|---|---|
| 1 | *That a breach of the Code by a subcontractor is not reported to CPB Contractors.* | *Refer part C of our WRMP* |
| 2 | *A subcontractor commences work on the project which is later found not to be compliant with the Code and BPP.* | *Refer part D of our WRMP* |
| 3 | *A direct worker is found to have been underpaid.* | *Refer part E of our WRMP* |
| 4 | *A complaint is received regarding incorrect payment and / or employment conditions of a worker of a subcontractor on the project.* | *Refer part E of our WRMP* |
| 5 | *A worker is found to be breaching the Freedom of Association requirements of the Code* | *Refer part G of the WRMP* |
| 6 | *Third party breach of Entry to Premises / Site* | *Refer part H of the WRMP* |
| 7 | *Grievance by worker (or workforce) regarding terms of employment and / or work environment* | *Refer part I of the WRMP* |
| 8 | *Actual (or threatened) industrial action by a worker (or workforce)* | *Refer part J of the WRMP* |
| 9 | *Worker/s breaches the fitness for work policy* | *Refer part L of the WRMP* |

3. ***Payment terms for subcontractors - we note the CIMIC 10-day Supplier Payment Facility, whilst available has had limited take up from the subcontractor and supplier market. Timely payment of approved invoices for the supply of goods and services to Queensland Government remains a priority particularly as the market and economy recover from the impacts of Covid-19, as such:***

    a. ***Could you provide TMR with the terms of this Payment Facility and your views as to why its adoption has been limited,***

    b. ***Could you also outline what CPB's standard payment terms are for subcontractors and suppliers who do not adopt the 10-day Supplier Payment Facility. Noting that the Contract payment terms are 20 Business days following receipt of a payment claim.***

*CPB Response: -*

a. ***Could you provide TMR with the terms of this Payment Facility and your views as to why its adoption has been limited:***

   i. *The terms of the Supplier Payment Facility are as per below:*

*CIMIC's Early Payment Program offers sub-contractors and suppliers' terms of 10 business days in exchange for a small discount that the supplier nominates.*

   ii. *The adoption of this Supply Payment Facility has been limited due to the following:*

*As to the take up, that is a question for the market and the individual subcontractors. We do recognise that these types of programs have attracted recent media attention.*

b. ***Could you also outline what CPB's standard payment terms are for subcontractors and suppliers who do not adopt the 10-day Supplier Payment Facility. Noting that the Contract payment terms are 20 Business days following receipt of a payment claim.***

   i. *CPB standard payment terms are detailed below that will apply to Subcontractors and Suppliers on this Project:*

*CPB pays subcontractors and suppliers in line with applicable legislation. For any subcontract works comprising "building work" (as defined in the Queensland Building and Construction Commission Act 1991 (Qld)), the subcontract will provide for payment terms of no greater than 25 Business Days after receipt of the subcontractor's payment claim.*

*For subcontracts which do not involve "building work", the standard payment terms for this project will be 25 business days from the end of the month in which the payment claim was submitted. Please also note the recent CIMIC commitment (released to the media 24th November 2020) that Small Businesses engaged by the CIMIC group will be paid within 30 days. This policy will come into effect in the coming months and will apply to Small Business suppliers on this project.*

*Authorisation*

[redacted]

*For and on behalf of CPB Contractors*
*Name: Mr Ross Olsen* *Date: Tuesday 1st December 2020*
*Pre-Contracts Manager QLD & PNG*

## Sanfilippo, Vince

**From:** Adriana M Devlin [redacted] on behalf of Amanda Yeates [redacted]
**Sent:** Thursday, 17 December 2020 3:59 PM
**To:** Sanfilippo, Vince
**Subject:** Best Practice Industry Conditions for Department of Transport and Main Roads Civil Construction Projects
**Attachments:** TMR_Draft_BPIC_Document_Vs 20.pdf

CAUTION: This email originated from outside of the Organisation.

Hi Vince,

Following our earlier discussion today, please find the information you requested.
Please note the attached "*Best Practice Industry Conditions for Department of Transport and Main Roads Civil Construction Projects*", version 20 is provided to CPB in good faith for the purposes of the current procurement process for contract CN-8802. TMR expressly confirm that the document is strictly confidential, and that the document cannot be disclosed to any third party without the written consent of TMR.

Kind regards

**Amanda Yeates FIEAust MAICD**
Deputy Director-General | **Infrastructure Management and Delivery**
Department of Transport and Main Roads

Floor 21 | 313 Adelaide Street | Brisbane City Qld 4000
GPO Box 1549 | Brisbane City Qld 4000
P: [redacted]
M: [redacted]
E: [redacted]
W: www.tmr.qld.gov.au

**********
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your computer system).

Opinions contained in this email do not necessarily reflect the
opinions of the Department of Transport and Main Roads,
or endorsed organisations utilising the same infrastructure.
**********

**Best Practice Industry Conditions for Department of Transport and Main Roads Civil Construction Projects.**

The Department of Transport and Main Roads is committed to ensuring Queensland's economic wellbeing, contributing to improving people's quality of life and a sustainable environment, through appropriate transport choices and fair access to Queensland's transport system.

By using procurement to support local jobs and businesses and drive economic, environmental and social outcomes, the Department of Transport and Main Roads applies Government's Best Practice Principles (BPP) to major civil construction projects in Queensland.

The application of these BPP's is designed to ensure quality, safe workplaces through establishing the highest possible standards of workplace health and safety, engagement of an appropriate numbers of trainees and apprentices, and best practice industrial relations outcomes.

The Best Practice Principles with respect to quality, safe workplaces are;

1. Best Practice Workplace Health and Safety, Systems and Standards;
2. Best Practice Commitment to Apprentices and Trainees;
3. Best Practice Industrial Relations;
4. History of compliance with procurement, tendering and other government policy.

KPMG has been engaged to conduct a thorough analysis of Civil Construction Industry Enterprise Agreements. While few union agreements were identified, a representative sample of agreements were assessed. The analysis assessed a cross-section of employment conditions that provide a benchmark to identify minimum employment conditions, which are set out in this document.

The analysis also included standard Department of Transport and Main Roads Contract Conditions and the Minimum Standards Document developed by the CFMEU.

**Best Practice Industry Conditions**

**A.1 – Quality Employment**

**A.2 – Classifications, Wages Schedule and Allowances**

**A.3 - Impairment Policy**

**B.1 – Workplace Health and Safety**

*Click on link to view Section, click heading of Section to return to contents*

*ETU feedback, amendments and comments marked in red*

*CFMEU feedback, amendments and comments marked in blue*

*AMWU feedback, amendments and comments marked in purple*

*TMR feedback, amendments and comments marked in green*

*AWU feedback, amendments and comments marked in orange*

DRAFT - Cabinet in Confidence

## Section A.1 – Quality Employment

### 1. Title

1.1. This Document is known as the Best Practice Industry Conditions for Department of Transport and Main Roads Civil Construction Projects

### 2. Application of Document

2.1. This Document applies to:

(a) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union Queensland (AMWU); and

(b) The Australian Workers' Union (AWU); and

(c) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the Plumbing Division Queensland (CEPU); and

(d) The Construction, Forestry, Maritime, Mining and Energy Union (CFMEU); and

(e) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Trades Union (ETU); and

(f) All Employees of the Employer engaged in civil construction work and for whom classifications and rates of pay are provided by this Document.

Collectively known as Parties.

2.2. This Document only applies to work done in Queensland.

2.3. Civil construction work shall include (but are not restricted) to the construction, alternation, installation and maintenance of:

- Roads and bridges
- Railway civil works
- Earthworks and land clearing
- Civil engineering infrastructure projects
- Marine works

### 3. Parties Bound and Covered

3.1. This Document is legally binding upon and covers all the parties nominated in clause 2.1.

DRAFT - Cabinet In Confidence

## 4. Relationship to Awards, Document and Other Documents

4.1. The following instruments are incorporated into this Document:

(a) *Building and Construction General On-site Award 2010;*

(b) *Mobile Crane Hiring Award 2010;*

(c) *Electrical, Electronic and Communications Award 2010;*

(d) *Plumbing and Fire Sprinklers Award 2010;*

(e) *Asphalt Industry Award 2020;*

(f) *Concrete Products Award 2020;*

(g) *Premixed concrete Award 2020;*

(h) *Professional Employees Award 2020;*

(i) *Rail Industry Award 2020; and*

(j) *Surveying Award 2020*

(k) *QIRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003 as it was immediately prior to its rescission;*

## 5. Definitions

5.1. The following definitions shall apply to this Document:

**ACIRT** means the Australian Construction Industry Redundancy Trust (ABN 39 062 330 170).

**Apprentice or Trainee** means an apprentice or trainee within the meaning of the *Vocational Education, Training and Employment Act 2000 (VETE Act)*. Apprenticeship and Traineeship have a corresponding meaning.

**Australian Super** is the nominated superannuation fund for the AMWU.

**Award** means the industrial instruments as outlined in clause 4.1 of this document.

**BERT** is an acronym used for the Building Employee Redundancy Trust (ACN 82 010 917 281) (BERT Fund) as described in the Trust Deed creating the BERT Fund.

**Best Practice Principles** means the State of Queensland's Best practice principles: Quality, safe workplaces policy document, as amended from time to time.

**BEWT** is an acronym for the Building Employees Welfare Trust. The "BEWT Fund" means the fund established pursuant to a deed between B.E.R.T Pty Limited and James Kristen Peterson.

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"Trustee of the BEWT Fund" means B.E.R.T Pty Limited or any trustee appointed under the BERT Redundancy Trust Deed.

**BUSS(Q)** is an acronym for the Building Unions Superannuation Scheme (Queensland) Pty Ltd. ABN 85 571 332 201.

**Casual Employee** means an Employee employed on an occasional basis and whose work pattern is not regular or systematic.

**CBUS** is an acronym for the Construction & Building Industry Superannuation Pty Ltd. (ABN 75 493 363 262).

**CIPQ** means Construction Income Protection Queensland Ltd (ACN 110 841 962).

**CIRT** means The Contracting Industry Redundancy Trust (ABN 49 011 050 329).

**Code** means the *Code for the Tendering and Performance of Building Work 2016.*

**Competency Based Training** means a method of training based on occupational skills standards which are set out in units of competency within training packages and accredited courses.

**Consultative Committee** means a representative group who meet regularly for the purpose of reviewing work related issues.

**Continuous Shift Worker** means, for the purpose of the additional week of annual leave provided by the NES means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

**Day Work** means work commencing between 6.00 am and 10.00am, Monday to Friday.

**Double time and a half** means one and a half days wages in addition to the Employee's ordinary time rate of pay or pro rata if there is more or less than a day.

**Employee** means an employee of the Employer.

**Employer** means the company that employs workers who are engaged in civil construction works within the State of Queensland for which classifications are prescribed by this Document.

**Energy Super** means Electricity Supply Industry Superannuation (Qld) Ltd (ABN 30 069 634 439, AFSL 336567).

**HSR** means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

**JetCo** means the Joint Electrical Training Council, which is CRITs associated training fund.

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**Kept waiting for wages on pay day** means all such time spent waiting, wherever the waiting is done.

**Local Employee** means an Employee whose normal residential home base is within reasonable travel distance to the applicable work site each day.

**National Training Package** means endorsed collections of reference materials that define the national standards and qualifications for recognising and assessing people's skills in specific vocations.

**NES** means the National Employment Standards prescribed by the *Fair Work Act 2009 (Cth).*

**Non-Local Employee** means an Employee who cannot reasonably travel to the applicable work site from their normal residential home base each day.

**FW Act** means the *Fair Work Act 2009 (Cth).*

**FWC** means the Fair Work Commission.

**Injury** shall have the same definition as the *Workers' Compensation and Rehabilitation Act 2003 (Qld)* as applicable.

**Overtime** means any time worked in excess of or outside of the ordinary working hours as prescribed in Clause 13 of this Document.

**Person Conducting a Business or Undertaking (PCBU)** means a business or an undertaking that is either conducted alone or with others, whether or not for profit or gain.

**Protect** is the nominated redundancy fund for the AMWU.

**QIRC** means Queensland Industrial Relations Commission.

**QLD Workers' Compensation** means a type of insurance through WorkCover Queensland that can pay the wages and medical costs of employees who have been injured in the performance of their duties.

**Redundancy** means a situation where an Employee ceases to be employed by the Employer, other than for reasons of serious and wilful misconduct, whereas **Redundant** has a corresponding meaning.

**RDO** means rostered day off.

**Special Class Dogman** means a dogman having no less than 12 months on the job experience in dogging tower cranes and, having obtained a 'Verification of Competency (VOC) for the particular tower crane.

**Special Class Tradesperson** means a tradesperson who is engaged on work which requires the use of complex, high quality trade skills and experience which are not generally exercised in normal construction work. For the purpose of this definition, complex and high quality trade

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skills and experience will be deemed to be acquired by the tradesperson:

(a) Having had not less than 12 months' on-the-job experience of such skilled work, and

(b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.

**Tradesman** means an employee who possesses as a minimum qualification a trade certificate.

**Traditional Owners** means an indigenous person who is a member of a local descent group having certain rights and responsibilities in relation to a tract of land or area of sea.

**Union Delegate** means an Employee elected by Union members and a member of an employee organisation entitled to represent the industrial interests of employees employed by the Employer as required. All parties to this Document shall be notified as soon as practicable after the election of a Union Delegate.

**Union Representative** means a member of an employee organisation entitled to represent the industrial interests of employees.

**Union** means the;

- *AMWU;*
- *AWU;*
- *CEPU;*
- *CFMEU; and*
- *ETU.*

**Verification of Competency (VOC)** means an assessment of an employee's knowledge and skills to assist in deeming staff competent to perform a task or operate plant and/or equipment.

**Wage Guard** is the nominated income protection insurance provider for the AMWU.

**Wage Rate** means the Employee's ordinary hourly rate of pay as set out in Section A.2 of this Document.

**Welcome to Country** means a ceremony that is performed by indigenous Traditional Owners for people visiting their Country.

**Wet Bulb Globe Temperature Index** means the measure of the heat stress in direct sunlight, which takes into account temperature, humidity, wind speed, sun angle and cloud cover.

**WHS Act** means the *Work Health and Safety Act 2011 (Qld)* where applicable.

**WHS Committee** means a group of workers that have been nominated to develop and review health and safety policies and procedures for the workplace.

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**WHS Representative** means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

**Workplace Impairment Policy and Procedures** means the Workplace Impairment Policy and Procedures as set out in Section B.1 – Impairment Policy.

## 6. Individual Flexibility Agreements

6.1. Where the Employer wants to enter into a variation agreement it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

6.2. The Employer must ensure that any variation agreement is genuinely agreed to by the Employer and the Employee and that the terms of the variation agreement:

(a) are about permitted matters under section 172 of the FW Act; and

(b) relates only to:

i. time between which ordinary hours are worked;

ii. salary sacrifice agreements;

iii. reduction in ordinary hours;

iv. increase in annual leave accrual each year;

v. increase in rate of accrual of Rostered days off;

vi. increase in wages;

vii. increase in training leave (Union or otherwise);

(c) are not unlawful terms under section 194 of the FW Act; and

(d) result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.

6.3. The Employer must also ensure that any such variation agreement is:

(a) in writing (including details of the terms that will be varied, how the variation agreement will vary the effect of the Enterprise Agreement terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences);

(b) includes the name of the Employer and Employee;

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(c) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee;

(d) provided to the Employee within 14 days after it is agreed to; and

(e) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

Where any of the requirements of this clause are not met, the variation agreement is of no effect.

## 7. Inclusion

First Nations People

7.1. The Employer recognises there is a significant Aboriginal and Torres Strait Islander (ATSI) population within Queensland and is committed to ensuring a significant representation of people who identify themselves as ATSI.

7.2. The Employer will ensure that all Employees receive cultural awareness training as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the work is being performed.

7.3. A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation. The Employer will also implement policies that ensure:

(a) access to annual leave for participation in cultural and ceremonial activities;

(b) skill and career development opportunities for ATSI Employees; and

(c) the development of retention and promotion for ATSI Employees.

Women in the Industry

Parties respect equal employment opportunity and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry.

## 8. Consultation

8.1. Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the term of the Contract.

8.2. Consultative Committees may be set up for this purpose.

8.3. If the Employer has made a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must consult with the

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Employee(s) who will be affected by the decision.

8.4. As soon as practicable and prior to implementation, the Employer must discuss with the relevant Employees and/or their nominated representative/s (e.g. Union or other representative) the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

8.5. For the purposes of the discussion the Employer will provide the relevant Employees and/or their nominated representative/s in writing:

(a) all relevant information about the change including the nature of the change proposed;

(b) information about the expected effects of the change on the Employees; and

(c) any other matters likely to affect the Employees.

8.6. However, the Employer is not required to disclose confidential or commercially sensitive information.

8.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

8.8. "Significant Effect" under clause 8.3 above includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

8.9. Consultation about changes to rosters or hours of work

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.

8.10. As soon as practicable after proposing to introduce the change, the Employer must:

(a) discuss with the relevant Employees the introduction of the change;

(b) if requested by the Employees, and for the purposes of the discussion, provide to the relevant Employees and their representative details of the following in writing:

i. all relevant information about the change, including the nature of the change;

ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and

iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees;

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(c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities), and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Union; and

(d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other Document or Award provisions concerning the scheduling of work and notice requirements.

**9. Contract of Employment**

9.1. At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent or casual basis, stating by whom the Employee is employed, the job performed, the classification level, and the relevant rate of pay. Each new Employee shall upon commencement also be provided with a copy of this Document, or alternatively, access to the Document in electronic format at the discretion of the Employee.

9.2. The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training consistent with the Employee's classification provided that such duties do not promote deskilling.

9.3. If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employee's contract of employment shall remain intact during the period of absence. The Employer shall continue to make contributions (and where applicable, reports of service) on behalf of the Employee to the applicable contribution funds. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

**10. Casual Employment**

10.1. A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged for a casual employment the Employee will be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

10.2. A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Document except notice of termination (other than in accordance with clauses relating to annual leave, paid community services leave, paid personal (including carer's leave), and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid compassionate leave and carer's leave and other unpaid leave in accordance with the NES.

10.3. Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Casual Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed by Section A.2 of this Document. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant

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fares and travel allowance prescribed by Section A.2, as applicable.

10.4. A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in Section A.2 for the Employee's classification.

10.5. A casual Employee required to work Overtime or weekend work shall be entitled to the relevant penalty rates prescribed in this Document:

(a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate for the Employee's classification;

(b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed for the Employee's classification; and

(c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed for the Employee's classification.

10.6. For the purposes of clarity, the applicable contributions to CBUS/BUSS(Q)/Australian Super/Energy Super, BERT/CIRT/Protect, CIPQ/Energy Super Income Insurance/Wageguard and BEWT/JetCo or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs.

10.7. Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be. This clause will not reduce the entitlements of injured Employees.

10.8. Casual Conversion

casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.

10.9. A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 10.8 whose request is refused by the Employer, is entitled to be paid 175% of the hourly rate prescribed in this Document for the Employee's classification.

**11. Employment Security**

11.1. Without limiting the Employer's right to determine its operational requirements the Parties to this Document will encourage the continuity of employment for permanent employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded in-so-far as it is reasonably practicable to do so.

11.2. The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Document.

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11.3. The Employer is also committed to maintaining a stable and skilled workforce, having regard to the contribution that a stable and skilled up workforce has for Employee's job security. The Employer also acknowledges that use of subcontractors or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees in-so-far as it is practicable to do so.

11.4. If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Document, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

11.5. Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this Document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

11.6. As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the project.

**12. Apprentices and Trainees**

12.1. Apprentices/Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this Document.

12.2. For clarification, in addition to the applicable rates of pay, Trainees are entitled to receive full daily travel, redundancy contributions, superannuation, welfare fund contributions and income protection fund contributions and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices. Payments will be made into funds nominated in the definitions clause of this document.

12.3. Training arrangements for Apprentices/Trainees shall be as provided in *QIRC Order (No.B585 of 2003) Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*.

12.4. Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.

12.5. The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.

12.6. During the first year of an Apprenticeship, tools to the minimum retail value of $600.00 shall be supplied by the Employer within a period of three months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.

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12.7. During the second and subsequent years (or part of a year) of apprenticeship tools to the retail value of $600.00 shall be supplied by the Employer within a period of three months from the commencement date of each such year (or part of a year) of the indentured Apprenticeship.

12.8. Where an Apprentice has entered a Competency Based Training document, the provision of tools will be on the following basis:

(a) during the term of Apprenticeship, an Employer shall, in respect of each level of the Apprenticeship program, supply the Apprentice with tools of trade, to a minimum retail value of $600.00;

(b) the supply of tools of trade for each level of the program shall be linked to the successful achievement of competencies or, where appropriate, the demonstration of approved levels of progression towards the achievement of competencies as prescribed by the relevant National Training Package or in the relevant Award;

(c) supply of tools will occur no later than three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment, whichever first occurs, and no later than three (3) months into subsequent levels of the Apprenticeship;

(d) apprentices employed under part-time or school based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in clause 12.6 and clause 12.7 above.

12.9. Apprentice Training

The Employer recognises that in order to increase the efficiency and productivity of the Employer, a significant commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship system to the construction industry. Therefore, the Parties agree:

(a) if the Employer employs seven (7) or more tradespeople in any one classification it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme;

(b) the Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavour to maintain at least one apprentice to every seven (7) tradespeople; and

(c) if the Employer does not currently have an apprentice as provided for in paragraph (a) above, reasonable time shall be allowed to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

**13. Hours of Work**

13.1. Ordinary hours

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Except as provided elsewhere in this Document, the ordinary working hours will be 36 hours per week (7.2 hours per day) worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. Typically, work should not commence later than 7.00am. All time worked outside these hours shall be by consultation with the affected employees concerned and paid at overtime rates.

13.2. Start and finish times

If the Employer wishes to alter start and finish times within the spread of ordinary daily hours, the Employer will consult with the affected Employees and:

(a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times; and

(b) have regard to the intention of avoiding excessive overtime.

13.3. Overtime

It is the intention of the Employer and Employees that excessive overtime will not be worked.

13.4. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to matters including:

(a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(b) the Employee's personal circumstances including any family responsibilities;

(c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

(d) any other relevant matter.

13.5. RDO and Weekend Work

(a) The provisions of this Document relating to RDOs will apply to work conducted under this clause.

(b) Where ordinary hours are worked on a Saturday the Employees will be paid at the rate of time and a half for the first two hours and double time thereafter; and

(c) Where the ordinary hours are worked on a Sunday the employees will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Document, for example a public holiday or during Christmas shutdown).

**14. Shift Work**

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14.1. Shift work is a necessary feature of the Employer's operation and employees may be required to work shift work in accordance with operational needs. Shift work meaning ordinary hours worked outside or partly outside of the ordinary span of hours of at least 5 consecutive shifts may be worked to suit the operational requirements. The requirement to work shift work will only occur after consultation with the appropriate employees.

14.2. For the purposes of this clause:

(a) Afternoon shift means a shift starting at or after 10.00am and before 8.00pm;

(b) Night shift means a shift starting at or after 8.00pm and before 6.00am; and

(c) Day work (i.e. work commencing between 6.00am and 10.00am) is not shift work.

14.3 Shift Workers will be paid the following rates for Ordinary Hours Worked:

(a) Afternoon Shift- Wage Rate plus 15% of the Wage Rate; and

(b) Night Shift - Wage Rate plus 30% of the Wage Rate.

14.4 Shift loading shall not apply to shift work performed on a Saturday or Sunday.

14.5 Where an Employee works shifts for less than five successive days, double the Wage Rate will be payable in lieu of the applicable shift loading.

14.6 All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

## 15 Overtime

All time worked in excess of the ordinary hours, shall be paid at time and a half for the first two hours and double time thereafter (provided that a higher penalty elsewhere in this Document does not apply).

## 16 Wages

The wage rates for each classification are as prescribed in Section A.2. The rates compensate for all special skills and/or disabilities and/or special rates, associated with the industry of the Employer prescribed in the Award, except as provided in this Document (rates are given per hour for ordinary hours of work).

## 17 Classifications

The classification structure set out in Section A.2 is intended to be a complete statement of all Employee classifications for whom this Document applies.

## 18 Allowances

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19.1 Fares and Travel Allowance

All employees shall be entitled to receive the fares and travel allowance in accordance with Clause 25 of the Award. The travel allowance shall be paid at the rates provided in Section A.2.

Apprentices shall receive the following percentage of the amount detailed in Section A.2:

*i.* 1st Stage – 75%;

*ii.* 2nd Stage – 85%;

*iii.* 3rd Stage – 90%; and

*iv.* 4th Stage – 95%

19.2 Leading Hand Allowance

A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/or supervising the work of one or more other persons. A person specifically appointed to be a leading hand, will be paid for all purposes, the leading hand allowance appropriate for the number of persons in the Employee's charge. Additionally, a leading hand will be paid at the hourly rate of the highest classification supervised or the Employee's own hourly rate, whichever is the highest. Leading Hand allowance shall be paid at the rates provided in Section A.2.

19.3 Power Tools

Where an Employee is specifically required to supply their own power tools (maximum of three commercial quality power tools plus a lead) by the Employer, the Employer will be responsible for all consumables and tagging and will replace all stolen tools if in an Employer lock up. Where the Employer requires the Employee to lend a power tool to another Employee, the Employer is deemed to have taken ownership of the tool and will replace the tool with a new tool of the same brand and model or an agreed alternative. Power tools allowance shall be paid at the rates provided in Section A.2.

(a) Tradesperson Allowance

An Employee engaged as a Tradesperson (as defined in Section A.2 of this Document, who possesses as a minimum qualification a trade certificate will receive an allowance. This allowance will be classified as all-purpose and is inclusive of a tool allowance. The tradesperson allowance shall be paid at the rates provided in Section A.2.

19.4 Electrician Licence Allowance

(a) Where an Employee is engaged and is working as an Electrical Tradesperson (as defined in Section A.2 of this Document), and where the Employee is required to hold an appropriate electrician's license, the Employee will receive an allowance. The Electrician Licence allowance shall be paid at the rates provided in Section A.2.

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(b) For the purpose of this allowance, an appropriate Electrician's License will be a QLD Electrician's License, or authorised license recognition from the QLD Department of Fair Trading.

19.5 Qualified Technical Person Allowance

(a) Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an electrical contracting company.

(b) The QTP who is required to fulfil the role of endorsee to the electrical contracting company and sign the appropriate paperwork, will be paid the weekly all-purpose allowance, detailed in Section A.2.

(c) The Employer will support the QTP in meeting their obligations under the *Electrical Safety Act.*

(d) The QTP's role will include but not be limited to:

i. Investigations of any near miss or incident involving electricity.

ii. Conduct random inspections of tradesman's work and oversee new tradesman work when they begin.

iii. Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.

iv. Setting up safe systems of work.

19.6 Welding Allowances

(a) Mechanical tradespersons required to perform welding work that is tested shall be paid the allowances detailed in Section A.2. The allowances shall be paid for all purposes.

(b) Welder tested: A person who, because of the requirements of the employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP.

(c) Welder Special Class: A person who has passed the tests required either prior to or after commencing employment, to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

(d) Welder Special Class – Exotic Materials: A person who has passed the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following

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materials:

i. Stainless Steel (304, 310, 316 and 904 grade)

ii. Aluminium

iii. Chrome Molybdenum

iv. Nine per cent (9%) Ni Steel

v. A333 Grade 6

(e) Testing for the work associated with these allowances may be required prior to employment and during employment, to ensure that qualifications are relevant and up to date.

19.7 Certificate Allowance

(a) An employee who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person is entitled to a certificate allowance. This allowance shall be paid the allowances detailed in Section A.2.

19.8 Living Away from Home Allowance

(a) Where an Employee is engaged on distant work, the provision of reasonable board and lodgings will be supplied by the Employer, at no cost to the Employee.

(b) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

(c) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

(d) Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided.

(e) Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

(f) An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters

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including:

i. any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

ii. the Employee's personal circumstances including any family responsibilities;

iii. the needs of the workplace or enterprise;

iv. the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and

v. any other relevant matter.

(g) All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

(h) The living away from home allowance (per night) shall be paid at the rates provided in Section A.2.

19.9 Engagement of More than One Mobile Crane

(a) Where more than one mobile crane is engaged on any single lift the following additional payments shall be made:

i. Where two mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- From 1/7/2020 - $ 4.34.
- From 1/7/2021 - $ 4.51.
- From 1/7/2022 - $ 4.69.

ii. Where three mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- From 1/7/2020 - $ 8.34.
- From 1/7/2021 - $ 8.67.
- From 1/7/2022 - $ 9.02.

iii. Where four mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- From 1/7/2020 - $ 12.82.
- From 1/7/2021 - $ 13.33.
- From 1/7/2022 - $ 13.86.

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iv. Where more than four mobile cranes are engaged the crane crew shall be paid at the following additional amount per lift:

- From 1/7/2020 - $ 16.94.
- From 1/7/2021 - $ 17.62.
- From 1/7/2022 - $ 18.32.

**20 Superannuation**

20.1 The Employer shall pay superannuation in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time, but shall be no less than 9.5% of ordinary time earnings into an eligible fund as defined in this Document.

20.2 The Employer shall pay superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended from time to time. Superannuation for employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

The Employer will contribute on behalf of each Employee the following amount of ordinary time earnings:

(a) 9.5% - effective first full pay period July 2020;

(b) 10% - effective first full pay period July 2021;

(c) 10.5% - effective first full pay period July 2022; and

(d) 11% - effective first full pay period July 2023.

**21 Rostered Day Off**

21.1 Ordinary working hours will be scheduled in a 10-day cycle, Monday to Friday inclusive, with 8 ordinary working hours worked for each of 9 days and with 0.8 of an hour on each of those days accruing toward the tenth day, which will be known as the rostered day off (RDO).

21.2 26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in accordance with the building industry calendar published annually. Of these RDO`s 13 will be designated as Industry RDO`s, the other 13 will be designated as Project RDO`s, as per the industry calendar. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive projects.

21.3 Payment for RDOs will include an entitlement to the daily fares and travel allowance.

21.4 Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.

21.5 An Employee who has not worked a complete cycle will receive pro rata accrued entitlements

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payable for the rostered day off.

21.6 Where an Employee has insufficient accruals for an RDO, the Employer may by agreement with the affected Employee, offset any deficiency from the Employee's annual leave entitlement.

21.7 Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:

(a) The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following: jumping cranes, erecting or dismantling jump form, high-risk activity after consultation with the safety committee), or other operational circumstances that require work on that day; and

(b) The Employer must consult with the affected Employee(s); and

(c) Provide affected Employee/s the opportunity to notify the Union using the form provided for in Section A.2, or other chosen representative/s in writing (or email) prior to the RDO that work will be performed.

21.8 The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least 7 calendar days prior to the RDO in question.

21.9 An Employee may refuse to work a RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:

(a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(b) the Employee's personal circumstances including any family responsibilities;

(c) any other relevant matter; and

(d) payment for working a scheduled RDO shall be at Saturday rates of pay, in accordance with the award in addition to the loadings listed above, employees will be provided a day in lieu for each RDO that they are required to work. Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

**22 Hot Weather Guidelines**

22.1 Under this Document when air temperature reaches

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(a) 35°C; or

(b) 28°C and 75% humidity or more, after three hours from commencement of the shift in South East Queensland it shall constitute inclement weather (Extreme Hot Weather).

This definition will be subject to review in other regions. This clause 22 must be incorporated in the Employer's OHS Procedures for all applicable projects.

22.2 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 22.6 below. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. BOM weather stations used for weather observations shall be the closest to the project and or with similar weather conditions.

22.3 When Extreme Hot Weather is forecasted for the following day, the Employer's Site Manager, WHS Committee and WHS Representatives will consult and determine what actions are to be taken to reduce exposure and modify the workload prior to the Extreme Hot Weather, which may include:

(a) rescheduling work so the hot tasks are performed during the cooler part of the day;

(b) where possible, reducing the time spent doing hot tasks (for example, by job rotation);

(c) where possible, arranging for more workers to do the job;

(d) providing extra rest breaks in a cool area;

(e) providing cool drinking water and ice (machines) near the work site;

(f) increasing air movement by fans or coolers;

(g) installing shade cloth to reduce radiant heat from the sun; and

(h) consideration should be given to working an eight-hour day.

22.4 Once the temperature reaches Extreme Hot Weather, the following process will be followed:

(a) where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 22.8 below.

(b) where the temperature is 28°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 22.5 below.

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22.5 If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas. Employees unable to work elsewhere may be transferred to these areas if work is available. Employees may walk a reasonable distance through the open to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that there is no reasonable concern for an Employee undertaking the work of an imminent risk to their health or safety.

22.6 Extreme Hot Weather shall be measured on site by a temperature gauge and/or BOM weather station (if close proximity to project with similar climatic conditions) compliant to Australian Standards and shall be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb Globe Temperature index will be an acceptable method of measuring extreme high temperature.

**23 Termination**

23.1 Employment may be terminated by the Employer due to performance/general misconduct, serious and wilful misconduct, or Redundancy.

23.2 Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their employee representative or any other person or persons of his or her choice, present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the employee representative or any other party to this Document.

23.3 Step 1 – First Written Warning

(a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:

i. The issues of concern; and

ii. The standards of improvement required.

(b) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct.

23.4 Step 2 – Final Written Warning

(a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with

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the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning detailing:

i. The issues of concern; and

ii. The standards of improvement required; and

iii. That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

(b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

23.5 Step 3 – Dismissal

If after receiving a final warning, the Employee repeats the same conduct within a period of 6 months, then the Employee may be dismissed. A written notice of dismissal will be provided to the Employee by the Employer outlining the reasons for the dismissal.

23.6 The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.

23.7 The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job.

23.8 The Employer shall pay each dismissed Employee for any public holiday that occurs in the period of annual leave that would have been payable had the Employee commenced annual leave on the date of termination. Where the Employee's leave balance would not include public holidays occurring within the 10 working days (excluding weekends) following termination, the Employee shall receive payment for these days.

23.9 In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, employee representative, or a HSR, a five-day mandatory consultation period shall be initiated by the Employer with the Union prior to any final decision on transfer or termination being made. The affected Employee will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

**24 Redundancy**

24.1 The Employer will meet all of the liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment

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pursuant to the terms of the Employee's Redundancy fund (as defined in this Document) an amount equal to the following:

(a) $73.00 per Employee effective first pay period January 2020;

(b) $77.00 per Employee effective first pay period January 2021; and

(c) $81.00 per Employee effective first pay period January 2022.

24.2 In the case of contributions made to employees who have either a CERT or BERT redundancy account, the Employer must also contribute the amounts prescribed below. In the case of CFMEU Members the payment is to be made to BEWT and in the case of ETU Members payment is to be made to JetCo an amount equal to the following:

(a) $10.00 per Employee effective first pay period January 2020;

(b) $10.00 per Employee effective first pay period January 2021; and

(c) $10.00 per Employee effective first pay period January 2022.

24.3 Apprentice contributions shall be calculated using the following percentage of the trade rate:

(a) 1st stage – 50%;

(b) 2nd stage – 60%;

(c) 3rd stage – 75%; and

(d) 4th stage – 90%.

24.4 Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming workers' compensation for a maximum period of 12 months.

24.5 Where the Employee's balance in the Employee's Redundancy fund reaches $15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund. It is the Employee's option only. Where an Employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.

Contributions to the Employee's Redundancy fund must be made, at a minimum, on a monthly basis. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.

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JetCo Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and employee engagement particularly by enabling future orientated skills and competencies development. JetCo Inc's core business objectives are:

- increasing the electrical trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

The Employer agrees to support JetCo Inc by contributing for each Employee, including casuals, apprentices and trainees, who is paid in accordance with this Document under the classifications set out in this Section A.2, the weekly amount of $10.00 per week.

To avoid all doubt, this amount is paid in addition to ALL PAYMENTS set out in Section A.2.

Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

**25 Annual Leave**

25.1 A full time Employee is entitled to annual leave at the rate of four (4) weeks at the ordinary wage rate for each year of continuous service as consistent with the FW Act. The period of annual leave shall be exclusive of any public holiday that may occur during that period. Part-time Employees are entitled to a pro rata amount of annual leave in accordance with the National Employment Standards (NES).

Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

25.2 In addition to paid annual leave, the Employee will receive an annual leave loading of 17.5%, calculated at the Employee's ordinary rate of pay, exclusive of allowances.

25.3 Annual leave accrues on a weekly basis and accumulated annual leave hours will be credited to an Employee upon the completion of each one (1) week period of service with the Employer.

25.4 The Employer may direct an Employee to take accrued leave.

25.5 Unused annual leave carries forward each year.

25.6 It is recommended that Employees provide at least four weeks' notice of their intention to take annual leave and must ensure that their request for leave has been approved prior to the leave being taken. Annual leave must be taken at a time mutually agreed between the parties and in accordance with operational requirements.

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25.7 The Employer may direct Employees to take accrued annual leave during the holiday shutdown period. If an employee does not have sufficient accrued leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued. The shutdown period is generally seven (7) days but the precise number of days will be agreed and communicate to Employees at least one month prior to the shutdown period.

25.8 At the written agreement between the Employer and Employee, annual leave may be taken as a payment in lieu of leave subject to the following;

(a) balance of four (4) weeks leave must be maintained; and

(b) the payment in lieu will be equal to the pay for that period of time as prescribed in subclause 25.9.

25.9 Cashed out annual leave will be paid at the Employee's ordinary rate of pay plus 17.5% annual leave loading, exclusive of allowances.

25.10 Casual Employees do not accrue any annual leave.

## 26 Long Service Leave

26.1 All Employees covered by this Document are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of *Industrial Relations Act 2016 (Qld)* as amended from time to time, or the provisions of the *Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld). Section 95 subsection (4) of the Industrial Relations Act 2016 (Qld)* does not apply to Employees covered by this Document.

## 27 Tool Box Meetings

27.1 At least one toolbox meeting will be convened by the Employer per site, each month to facilitate and foster communication and consultation. Items to be discussed at each meeting may include; programming of site work, site issues, work health and safety, job design, productivity issues, management policies, Document compliance, wages and conditions, compliance with statutory obligations and any other relevant issue raised. Notice of the meeting will be given at least one (1) week prior to the scheduled date.

## 28 Other Leave

28.1 Permanent Employees shall be entitled to paid personal leave when they are absent from work due to:

(a) personal illness or injury (sick leave);

(b) for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave); or

(c) Bereavement leave.

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28.2 Personal leave shall accrue as follows:

(a) Three days in the first month and then one additional day at the beginning of each of the next nine-calendar months will be available in the first year of employment;

(b) 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement; and

(c) All unused personal leave is cumulative.

28.3 If required by the Employer, when an Employee is absent for more than two-consecutive days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

28.4 Unpaid carer's leave will be in accordance with the NES.

28.5 Parental Leave will be in accordance with the FW Act.

**29 Family Violence Leave**

29.1 For the purposes of this clause, family violence is behaviour by a person towards a family member of that person if that behaviour:

(a) is physically or sexually abusive;

(b) Is emotionally or psychologically abusive;

(c) is economically abusive;

(d) is threatening;

(e) is coercive;

(f) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or

(g) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to above.

29.2 For the purposes of this clause, a "family member", in relation to a person (a "relevant person"), means:

(a) a person who is, or has been, the relevant person's spouse or domestic partner;

(b) a person who has, or has had, an intimate personal relationship with the relevant person;

(c) a person who is, or has been, a relative of the relevant person;

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(d) a child who normally or regularly resides with the relevant person or has previously resided with the relevant person on a normal or regular basis; or

(e) a child of a person who has, or has had, an intimate personal relationship with the relevant person.

29.3 For the purposes of clauses 29.2(b) and 29.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

29.4 Confidentiality

The Employer must take all reasonable measures to ensure personal information concerning an Employee's experience of family violence is kept confidential.

29.5 Leave

(a) An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Document applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

(b) Family violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

(c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

(d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

(e) For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

For clarity, unpaid family and domestic violence leave is available in accordance with the Awards.

**30 Union Representatives and Delegates**

30.1 Where an Employee has been elected as a Union Delegate, the Employer will recognise the following rights:

(a) the right to be treated fairly and to perform their role without any discrimination in their employment;

(b) for the Union Delegate to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

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(c) the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts;

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts;

(h) the right for reasonable time off to attend accredited union education;

(i) the right to take reasonable leave to work with the Union; and

(j) the right to have reasonable time off to participate in the operation of the union.

## 31 Union Delegate Facilities

31.1 Union Delegate Facilities

(a) The Employer shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

i. a telephone;

ii. reimbursement for an iPad equipped with mobile Internet access;

iii. a table and chairs;

iv. a filing cabinet;

v. air-conditioning/heating;

vi. access to stationery and other administrative facilities (if available on site) use of e-mail, following consultation between the Union Delegate and Site Management; and

vii. a private lockable area.

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## 32 Union Training Leave

32.1 An Employee elected as Union Delegate shall, upon application in writing to the Employer, be granted up to five days paid leave each calendar year to attend relevant Union Delegate courses. Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.

32.2 Consultation may take place between the parties in the furtherance of this objective.

32.3 The application for leave shall be given to the Employer in advance of the date of commencement of the course. The application for leave shall contain the following details:

(a) the name of the Union Delegate seeking the leave;

(b) the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and

(c) a general description of the content and structure of the course and the location where the course is to be conducted.

32.4 The Employer shall advise the Union Delegate within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

32.5 The time of taking leave shall be arranged so as to minimise any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability to grant leave when an eligible Union Delegate is otherwise entitled.

32.6 The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant classification rate including, shift work loadings where relevant.

32.7 Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with a Union Delegate's RDO or with any concessional leave.

32.8 A Union Delegate on request by the Employer shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Union Delegate.

32.9 Where a Union Delegate is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the Employee shall receive payment if entitled under the provisions of the relevant award clause.

32.10 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Document.

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## 33 Disputes Settlement Procedure

33.1 A major objective of this Document is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter or any matters arising out of the operation of the Document or incidental to the operation of the Document should be dealt with as close to its source as possible. Disputes over matters arising from this Document (or any other dispute related to the employment relationship or the NES, including subsections 65(5) or 76(4) of the Fair Work Act) shall be dealt with according to the following procedure.

33.2 The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.

33.3 All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance.

33.4 In the event of any work related grievance arising between the Employer and an Employee or Employees, the matter shall be dealt with in the following manner:

(a) The matter shall be first submitted by the Employee/s or his/her job delegate/ employee representative or other representative, to the site foreperson/supervisor or the other appropriate site representative of the Employer and if not settled, to a more senior representative of the Employer.

(b) Alternatively, the Employer may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/employee representative or other representative.

(c) If still not resolved, there may be discussions between the relevant Union official (if requested by the employee/s), or other representative of the employee, and senior representative of the Employer.

(d) Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance to FWC for review. FWC may exercise conciliation and/or arbitration powers in such review.

33.5 This procedure shall be followed in good faith without unreasonable delay.

33.6 If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure, and may immediately seek relief by application to FWC.

Any resolution of a dispute under this clause by the FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations, including the Code.

## 34 Time and Wages Records

34.1 Particulars of details of payment to each Employee must be included on the envelope including the payment or in a statement handed to the Employee at the time payment is

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made and will contain the following information:

(a) name of Employer;

(b) name of Employee;

(c) employee's classification;

(d) date of payment and period covered by wage statement;

(e) details of the number of ordinary hours worked;

(f) details of the number of overtime hours worked;

(g) the ordinary hourly rate and amount paid at that rate;

(h) the overtime hourly rates and the amounts paid at that rate;

(i) the gross wages paid;

(j) the net wages paid;

(k) details of any deductions made from wages;

(l) details of all accrued entitlements such as RDOs, personal leave, annual leave etc.; and

(m) details of the Employer Superannuation contribution, including when the contribution was made and the amount details of the Employee contribution, including when contribution was made and the amount.

34.2 In addition, the Employer must also maintain the following time and wage records:

(a) the Employee's date of birth;

(b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;

(c) the Employee's tax file number;

(d) the Employee's Superannuation Membership number;

(e) daily details of work including;

i. Daily start time and finish time;

ii. Time lunch and crib breaks taken;

iii. Total ordinary hours worked and resulting wage;

iv. Total time and a half hours worked and resulting wage;

v. Total double time hours worked and resulting wage;

(f) details of allowances paid;

(g) details and payment for RDOs, Personal and annual leave, public holidays;

(h) details of deductions;

(i) details of additions;

(j) total gross allowances paid per week and year to date;

(k) total gross wages paid per week and year to date;

(l) tax deducted from wages per week and year to date;

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(m) net wages per week and year to date;

(n) RDO's, sick and annual leave accrued per week and year to date; and

(o) Superannuation and Redundancy contributions paid per week and year to date.

## 35 Sham Contracting

35.1 Sham contracting occurs when an Employer engages an individual to perform work under a contract for services where the true character of the engagement or proposed engagement is that of employment.

35.2 The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Document. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Document. The Employer 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 employer, 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.

35.3 The Employer 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/fixed 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 Document.

35.4 The Employer 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 sub clause. Nothing in this sub clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth)*.

35.5 Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Document, the calculation for back pay will be calculated on the basis of the difference between what they were paid under sham contract arrangement and:

(a) 175% of the applicable rate; plus

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(b) The site allowance (if applicable); plus

(c) The multi-storey allowance (if applicable); plus

(d) Contributions to the nominated Superannuation fund and redundancy contribution fund.

**36 Security of Payments**

36.1 The Employer recognises that the under, non or late payment of building industry participants for services rendered can affect the entitlements of workers and the security of their employment.

36.2 The Employer acknowledges its obligations under the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*.

36.3 The Employer will not engage in illegal or fraudulent phoenix activities for the purpose of avoiding any payment due to another building contractor or building industry participant or other creditor.

36.4 The Employer will:

(a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors;

(b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements including the Code and are not unreasonably withheld;

(c) have a documented dispute settlement process in accordance with all applicable legislative requirements including the Code that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and

(d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

36.5 The Employer will keep records demonstrating its compliance with clause 36.4 above. The Employer will, within 7 days of receiving a written request from an Employee who has a reasonable belief of a non-compliance with clause 36.4 above, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth).*

**37 Salary Sacrifice Arrangements**

37.1 Employees covered by this Document will have access to salary sacrifice arrangements in addition to the compulsory arrangement detailed above. The requirements of any such arrangements shall ensure that:

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(a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

(b) The Employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering into such an arrangement.

(c) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under the Document.

**38 Engagement of Non-Citizens or Non-Residents**

38.1 In this clause the term temporary engagement of non-citizens or non-residents means a person that is not an Australian citizen or Australian permanent resident (within the meaning of the *Migration Act 1958 (Cth)* who is employed or engaged to undertake building work by the Employer.

38.2 The Employer recognises that the engagement of temporary non-citizens or non-residents may undermine the job security of the Employees covered by this Document. The parties wish to limit the circumstances in which non-citizens or non-residents can be engaged so as to ensure the job security of the Employees covered by this Document.

38.3 The Employer will not engage temporary non-citizens or non-residents unless:

(a) the position is first advertised in Australia; and

(b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the *Migration Act 1958 (Cth)* would be likely to be informed about the position; and

(c) any skills or experience requirements set out in the advertising were appropriate to the position; and

(d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job;

(e) temporary non-citizens or non-residents will be engaged in accordance with this Document.

38.4 The Employer will, within 7 days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 38 of this Document. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth).*

38.5 Where an employer engages temporary non-citizens or non-residents in breach of this clause, the position shall, as soon as practicable, be re-advertised and filled by the employer

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strictly in accordance with this clause.

## 39 Quality Building Materials

39.1 The Parties recognise the complex issue of non-conforming building products (NCBPs). NCBPs are building products about which false claims have been made as to their quality and purpose or do not meet required standards for their intended use. A building product is non-conforming if, in association with a building, the product:

(a) is not, or will not be, safe;

(b) does not, or will not, comply with relevant regulatory provisions; or

(c) does not perform, or is not capable of performing, for the use to the standard represented.

The Parties recognise that domestically sourced and manufactured conforming building products are less likely to create the above conditions and accordingly wish to maximise the use of domestically sourced and manufactured building materials by the Employer.

39.2 The Employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.

39.3 In order to maintain compliance with the Code, and in line with other regulatory requirements, the Employer will maintain records in accordance with relevant legislation.

39.4 The Employer 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 clause 39.3 above.

## 40 Compliance with this Document

40.1 Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Document shall be raised and resolved in accordance with the disputes procedure in this Document. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Authorised industrial inspectors or permit holders shall be provided access to time and wages records in accordance with the FW Act.

40.2 In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.

40.3 The Employer will conduct an audit using the Audit Form to confirm compliance with:

(a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation;

(b) Legislative requirements such as:

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i. *the Fair Work Act 2009;*

ii. QLD Workers Compensation;

iii. Superannuation; and

iv. Long Service Leave.

40.4 This audit will be conducted annually and/or when there is a request by an Employee that there is a reasonable suspicion of non-compliance. The audit will be undertaken in accordance with ISO9001-2008 by an auditing company agreed between the Employer and the majority of Employees. A copy of the audit record will be provided to all Employees, and any representative nominated by the Employee.

## 41 Positing of Documents and Notices

41.1 A true copy of this Document shall be exhibited in a conspicuous and convenient place on the premises of the Employer and on every Employee's worksite so as to be easily read by Employees.

## 42 Severability

42.1 It is the intention of those covered by this Document that the Document contains only permitted matters under the FW Act. The severance of any term of this Document that is, in whole or in part, of no effect by virtue of the operation of section 253 of the FW Act shall not be taken to affect the binding force and effect of the remainder of the Document. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

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**Section A.2 –Classifications, Schedule of Wages and Allowances**

**Construction Worker/Labourer Classifications**

The Civil Worker (CW) classifications will apply to Employee(s) performing work of the nature of Civil Construction who are engaged in the classifications set out below and are employed to perform the works set out in clause 2.3 of this Document.

Determination of Classification for individual Employees:

i. The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.

ii. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.

iii. Individual classification levels will only change where the primary task for which the individual is engaged changes.

| Classification | Definition |
|---|---|
| **CW1** | New Entrant (an entry level with less than 12 months experience)<br>General Labourer<br>Stores Assistant |
| **CW2** | Skilled General Labourer<br>Earthworks Trim Grade Checker<br>Heavy Plant Spotter<br>Concrete Gang<br>Concrete Float Hand<br>Paving Stringliner<br>Store-person<br>Yardman<br>Chainman |
| **CW3** | Elevated Work Platform Operator with Ticket<br>Hoist Driver<br>Concrete Finisher<br>Form Worker<br>Road Roller Operator under 12T<br>Heavy Mobile Plant Operator (0-5T)<br>Ticketed Dogman<br>Steel fixer<br>Ticketed Forklift Driver<br>Ticketed Rigger/Scaffolder<br>Telehandler (Up to 4.5T)<br>Hiab Operator<br>Shotcreter<br>Shotcrete Crew<br>Painter |
| **CW4** | Concrete Line Pump Operator<br>Road Roller Operator 12T and over<br>Concrete Finisher<br>Concrete Paving Spreader |

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| | |
|---|---|
| | Non-certified Tradesperson<br>WHSO |
| **CW5** | Trade Qualified Tradesperson<br>Crane Operator (5-20T)<br>Operators of:<br>Tractor up to but not exceeding 48kw (65bhp),<br>Skid Steer Excavator up to but not exceeding 48kw (65bhp),<br>Dumper/Water Cart not exceeding 40T,<br>Mobile Concrete Pump Boom,<br>Forklift not exceeding 48kw,<br>Shotcrete Placing Machine, Paver<br>Gantry Crane Operator |
| **CW6** | Heavy Mobile Plant Operator (>20T-60T)<br>Operators of:<br>Tractor 48kw up to but not exceeding 370kw,<br>Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980,<br>Dry Batch Plant, Pug Mill,<br>Skid Steer Tractor from 48kw,<br>Forklift from 48kw but not exceeding 220kw,<br>Excavator not exceeding 3cubic metres,<br>Dumper/Water Cart over 40T but not exceeding 100T,<br>Dozer D8 without GPS,<br>Compactor 825 without GPS,<br>Graders 140,143,14,16 without GPS |
| **CW7** | Heavy Mobile Plant Operator (>60-100T)<br>Operators of:<br>Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer,<br>Excavator from 3 cubic metres,<br>Loader-Front End and Overhead from 370kw up to but not exceeding 450kw,<br>Wet batch Plant, Scraper 651,<br>Compactor 825 with GPS,<br>Graders 140,143,14,16 with GPS,<br>Dozer D8 with GPS<br>Tower Crane Operator |
| **CW8** | Heavy Mobile Plant Operator (>100T)<br>Operators of:<br>Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim,<br>Scraper 637 |

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## Construction Worker/Labourer Wage Rates

| Classification | 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|---|---|---|---|---|---|
| CW1 (85%) | $ 33.15 | $ 34.14 | $ 35.17 | $ 36.22 | $ 37.31 |
| CW2 (90%) | $ 35.10 | $ 36.15 | $ 37.24 | $ 38.36 | $ 39.51 |
| CW3 (92%) | $ 35.88 | $ 36.96 | $ 38.07 | $ 39.21 | $ 40.38 |
| CW4 (96%) | $ 37.44 | $ 38.56 | $ 39.72 | $ 40.91 | $ 42.14 |
| CW5 (100%) | $ 39.00 | $ 40.17 | $ 41.38 | $ 42.62 | $ 43.89 |
| CW6 (105%) | $ 40.85 | $ 42.08 | $ 43.34 | $ 44.64 | $ 45.98 |
| CW7 (110%) | $ 42.90 | $ 44.19 | $ 45.51 | $ 46.88 | $ 48.28 |
| CW8 (115%) | $ 44.85 | $ 46.20 | $ 47.58 | $ 49.01 | $ 50.48 |

## Apprentice Wage Rates

| Level | % of Base Trade Rate | 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|---|---|---|---|---|---|---|
| Stage 1 | 55% | $21.45 | $22.09 | $22.76 | $23.44 | $24.14 |
| Stage 2 | 65% | $25.35 | $26.11 | $26.89 | $27.70 | $28.53 |
| Stage 3 | 80% | $31.20 | $32.14 | $33.10 | $34.09 | $35.12 |
| Stage 4 | 90% | $35.10 | $36.15 | $37.24 | $38.35 | $39.51 |

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## Electrical Worker Classifications

### 1.1 G1 - Electrical Worker Grade 1

(1) An Electrical Worker Grade 1 is a labourer not otherwise provided for in this Document, who is doing labouring work and employed as such.

### 1.2 G2 - Electrical Worker Grade 2 - 85% of Base Rate

(1) An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and

(a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training;

(b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

### 1.3 G3 - Electrical Worker Grade 3

(1) An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and

(a) without limiting the scope of the work the employee may perform the work described below to the level of their training:

(i) is engaged in store work; or

(ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or

(iii) inspects and tests fire alarm or security alarm equipment; or

(iv) under the supervision of a tradesperson or electronics serviceperson;

(1) installs radio, communications and related equipment including antenna; or

(2) installs fire alarm or security alarm equipment; or

(3) installs data and communication cabling.

(b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(2) Included in this Grade is the work of:

(a) Electronic Equipment Tester/Installer Level 1; and

(b) Purchasing clerk.

### 1.4 G4 - Electrical Worker Grade 4

(1) An Electrical Worker Grade 4 is an employee who:

(a) has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an employee who:

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(i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or
(ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
(iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson:
(1) installs radio, communications and related equipment including antenna; or
(2) installs fire alarm or security alarm equipment; or
(3) installs, terminates and tests data, and communication cabling
(iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.

(b) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(2) Included in this grade is the work of:

(a) Purchasing Clerk/Storeperson;
(b) Electronic Equipment Tester/Installer Level 2; and
(c) Alarm security tester grade 2.

### 1.5 G5 - Electrical Worker Grade 5

(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who;

(a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or
(b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or
(c) has successfully completed an appropriate instrumentation trade course; or
(d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or
(e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

(2) Included in this grade is the work of:

(a) Electrical Fitter;
(b) Electrical Fitter (Instrumentation and Process Control);
(c) Electrical Mechanic;
(d) Alarm Security Technician Grade 1;
(e) Alarm Security Tester Grade 3;
(f) Television/radio/electronic Serviceperson/mechanic Level 1;
(g) Instrument Tradesperson Level 1;
(h) Refrigeration/Air-Conditioning Tradesperson Level 1; and
(i) Linesperson/Cable Jointer Level 1.

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### 1.6 G6 - Electrical Worker Grade 6

(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition

(a) has successfully completed

(i) 33% of the qualification specified for Grade 7; or

(ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Document; or

(b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5.

(c) is employed to use the skills acquired through the training or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 2;
(b) Television/Radio/Electronic Serviceperson Level 2;
(c) Instrument Tradesperson Level 2;
(d) Refrigeration/Air-Conditioning Tradesperson Level 2;
(e) Linesperson/Cable Jointer Level 2; and
(f) Alarm/Security Technician Grade 2.

### 1.7 G7 - Electrical Worker Grade 7

(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years' experience in the industry,

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 3;
(b) Communications Tradesperson - Special Class;
(c) Electrical Linesperson - Live Line;
(d) Electrician Special Class;
(e) Electronic Serviceperson Grade 3;
(f) Instrument Tradesperson - Complex Systems;
(g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and
(h) Television/Radio/Electronic Serviceperson Grade 3.

### 1.8 G8 - Electrical Worker Grade 8

(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:

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(a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years' experience as an Electrical Worker Grade 7; and

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Electronic Tradesperson;

(b) Instrumentation and Controls Tradesperson;

(c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and

(d) Installation Inspector.

### 1.9 G9 - Electrical Worker Grade 9

(1) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Advanced Certificate or its formal equivalent; and

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 4;

(b) Electronic Serviceperson Grade 4;

(c) Television/Radio/Electronic Serviceperson Grade 4; and

(d) Refrigeration/Air-Conditioning Tradesperson Level 4.

### 1.10 G10 - Electrical Worker Grade 10

(1) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 5;

(b) Television/Radio/Electronic Serviceperson Grade 4;

(c) Electronic Serviceperson Level 5;

(d) Instrument Tradesperson Level 5; and

(e) Refrigeration/Air-Conditioning Tradesperson Level 5.

**Classification Definitions**

**Alarm/Security Technician Grade 1**" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

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In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.2 "**Alarm/Security Technician Grade 2**" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

2.3 "**Alarm/Security Technician Grade 3**" means an Alarm/Security Technician who:

(a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,
(b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

2.4 "**Alarm/Security Technician Grade 4**" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
(b) Working under minimum supervision and technical guidance.
(c) Providing technical guidance within the scope of the work described in this definition.
(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.5 "**Alarm/Security Tester Grade 1**" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and

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associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

2.6 "**Alarm/Security Tester Grade 2**" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

2.7 "**Alarm/Security Tester Grade 3**" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.5 "**Communications Tradesperson - Special Class**" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

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2.9 "**Electrical Fitter**" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.10 "**Electrical Fitter (Instrumentation and Process Control)**" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.11 "**Electrical Labourer**" shall mean an employee, not otherwise provided for in this Document, who is doing work necessary for electrical work.

2.12 "**Electrical Linesperson**" shall mean an employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.13 "**Electrical Linesperson - Live Line**" shall mean an Electrical Linesperson as defined in this Document who is required to carry out "Live Line Work" as prescribed in the *Electricity Act 1994*.

Such employee may perform "Live Line Work" while the employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

2.14 "**Electrical Mechanic**" shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.15 "**Electrical Storeperson**" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and

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television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

2.16 "**Electrical Tradesperson's Assistant**" shall mean an employee directly assisting a tradesperson.

2.17 "**Electronic Equipment Tester/Installer Grade 1**" means an employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.

2.18 "**Electronic Equipment Tester/Installer Grade 2**" means an employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 shall not undertake tasks requiring the skills of a tradesperson.

2.19 "**Electronic Serviceperson Grade 1**" means an adult employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.

2.20 "**Electronic Serviceperson Grade 2**" means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.

2.21 "**Electronic Serviceperson Grade 3**" means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and
(b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

2.22 "**Electronic Serviceperson Grade 4**" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the

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tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.
(b) Working under minimum supervision and technical guidance.
(c) Providing technical guidance within the scope of the work described in this definition.
(d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

2.23 "**Electronic Serviceperson Grade 5**" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

2.24 "**Electronics Tradesperson**" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.
(b) Work under minimum supervision and technical guidance.
(c) Provide technical guidance to other tradespersons or to management within the scope of

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the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.25 "**Fire-alarm Systems**" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

2.26 "**Installation Inspector**" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the *Electricity Act 1994*, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic

(b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:

(i) AEL 223 - Electrical Installation Work.

(ii) AEL 226 - Electrical Practices and Responsibilities.

(iii) AEL 122 - Electrical Installation Testing.

(c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

2.27 "**Instrument Tradesperson**" means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the *Electricity Act 1994* or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

2.28 "**Instrument Tradesperson - Complex Systems**" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

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(a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and

(b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a) above.

2.29 "**Instrumentation and Controls Tradesperson**" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:
(b) Work under minimum supervision and technical guidance:
(c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or
(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.30 "**Jointer**" shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.31 "**Journeyperson**" shall mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

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2.32 "**Lines Clearance Operator**" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

2.33 "**Purchasing Clerk**" means an employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

2.34 "**Radio Mechanic**" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

2.35 "**Refrigeration Mechanic or Serviceperson Grade I**" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

2.36 "**Refrigeration Mechanic or Serviceperson Grade 2**" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years experience as a tradesperson engaged on complex or intricate circuitry or both.

2.37 "**Refrigeration Mechanic or Serviceperson Grade 3**" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

2.38 "**Refrigeration Mechanic or Serviceperson Grade 4**" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(a) Maintain and repair multi-function printed circuits using circuit diagrams and

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appropriate test equipment;

(b) Work under minimum supervision and technical guidance;

(c) Provide technical guidance within the scope of the work described in this definition; and

(d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

2.39 "**Security Alarm Systems**" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

2.40 "**Television Antenna Installer/Erector**" means an adult employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.

2.41 **"Television/Radio/Electronic Equipment Serviceperson Grade I**" means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

2.42 "**Television/Radio/Electronic Equipment Serviceperson Grade 2**" means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years' experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.

2.43 "**Television/Radio/Electronic Equipment Serviceperson Grade 3**" means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years' experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

2.44 "**Television/Radio/Electronic Equipment Serviceperson Grade 4**" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

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To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment
(b) Working under minimum supervision and technical guidance.
(c) Providing technical guidance within the scope of the work described in the definition.
(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.45 **“Television/Radio/Electronic Equipment Serviceperson Grade 5**" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

2.46 "**Television Mechanic**" shall mean an employee who is mainly employed to assemble and/or repair and/or service and/or test television receiving sets and/or parts.

2.47 "**Truck Attendant**" shall mean an employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

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**Electrical Worker Wage Rates**

| Classification | 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|---|---|---|---|---|---|
| Grade 2 | $35.04 | $36.09 | $37.17 | $38.29 | $39.44 |
| Grade 3 | $36.31 | $37.40 | $38.52 | $39.68 | $40.87 |
| Grade 4 | $37.63 | $38.76 | $39.92 | $41.12 | $42.35 |
| Grade 5 | $39.00 | $40.17 | $41.38 | $42.62 | $43.89 |
| Grade 6 | $40.95 | $42.18 | $43.44 | $44.75 | $46.09 |
| Grade 7 | $43.00 | $44.29 | $45.62 | $46.98 | $48.39 |
| Grade 8 | $45.15 | $46.50 | $47.90 | $49.33 | $50.81 |

Apprentice Wage Rates

| Stage | % of Base Trade Rate | 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|---|---|---|---|---|---|---|
| Stage 1 | 55% | $21.45 | $22.09 | $22.76 | $23.44 | $24.14 |
| Stage 2 | 65% | $25.35 | $26.11 | $26.89 | $27.70 | $28.53 |
| Stage 3 | 80% | $31.20 | $32.14 | $33.10 | $34.09 | $35.12 |
| Stage 4 | 90% | $35.10 | $36.15 | $37.24 | $38.35 | $39.51 |

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**Mechanical Worker Classifications**

| Level | Indicative Classification |
|---|---|
| MW1 | Basic Mechanical Trades Assistant<br>Storeperson<br>Lagger<br>Truck Driver (MR, HR) |
| MW2 | Experienced Mechanical Trades Assistant<br>Mechanical Trades Assistant-Truck Driver (MR, HR)<br>Mechanical Trades assistant + Rigger (basic)<br>Dogger |
| MW3 | Mechanical Fitter<br>Hydraulic Fitter<br>Boilermaker<br>Pipe Fitter<br>Machinist<br>Sheet Metal Worker |
| MW4 | Sheet Metal Worker + Marker/setter out<br>Boilermaker + Marker/setter out<br>Boilermaker + Welder (non-certified)<br>Mechanical Fitter - Hydraulic<br>Mechanical Fitter - Pneumatic<br>Mechanical Fitter - Machinist |
| MW5 | Boilermaker + Welder (tested 1554 SP)<br>Boilermaker - Pressure Pipe/vessels<br>Mechanical Fitter - Pneumatic - Hydraulic<br>Mechanical Fitter - Pressure Pipework |
| MW6 | Boilermaker – Quality Checker<br>Boilermaker + Pipe Fitter + Welder (AS 1796)<br>Boilermaker + Marker/setter out + Welder<br>Mechanical Fitter - Systems experience<br>Boilermaker Welder - Tested to AS 1554SP or AS1796 or ASME IX |

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## Mechanical Worker Classification Definitions

### A.1 Definition of key concepts and terms

A.1.1 **Australian qualifications framework** or **AQF** refers to the system of competency-based training and certification.

A.1.2 **Mechanical Engineering stream** is defined as:

(a) **Mechanical stream**—including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer-controlled equipment e.g. Computer Numeric Controlled machine tools.

(b) **Fabrication stream**—including fabrication, forging, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer-controlled equipment. This includes fabrication in all metals, plastics, carbon fiber, composite materials, ceramics, and other materials.

A.1.3 **Fields of work** means a defined grouping of logically related skills based on an efficient organisation of work.

A.1.4 **Industry accredited course** or **nationally accredited course** is a course which has been constructed to reflect a group of standards which the CPSISC, the RIISC, the MSA or other relevant Skills Council has endorsed as being appropriate combinations of skills to be available to the industry.

A.1.5 **CPSISC** means the Construction and Property Services Industry Skills Council. **RIISC** means the Resources and Infrastructure Industry Skills Council. **MSA** means Manufacturing Skills Australia. CPSISC, RIISC, and MSA will be the recognised authorities (for the purposes of this schedule) responsible for developing competency standards for consideration and endorsement by the National Quality Council.

A.1.6 **New entrant** means an employee who has never previously worked within the on-site construction industry. If there is any doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

- documentary evidence concerning registration with any of the construction industry portable long service leave schemes; or
- A statutory declaration witnessed by a Commissioner of Declarations or a Justice of the Peace.

A.1.7 **Recognition of Prior Learning** or **RPL** means the formal recognition of skills attained through on-the-job experience and/or training and may include formal qualifications (such as overseas qualifications), which have up until now been unrecognised.

A.1.8 **Streams** or **skill streams** means a broad grouping of skills related to a particular phase or aspect of production and does not extend beyond the scope of this Agreement.

A.1.9 **Supervision**

This subclause recognises two levels of supervision which are as follows:

(a) **General supervision** applies to a person who:

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- receives general instructions, usually covering only the broader technical aspects of the work;
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made;
- has their assignments reviewed on completion; and
- although technically competent and well experienced there may be occasions on which the person will receive more detailed instructions.

(b) **Limited supervision** applies to a person who:

- receives only limited instructions normally confined to a clear statement of objectives;
- has their work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of work.

A.1.10 Work in a **technical field** includes:

- Production planning, including scheduling, work study, and estimating materials, handling systems and like work;
- Technical, including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work; and
- Design and draughting and like work.

A.1.11 **Trade** includes an employee who possesses as a minimum qualification a relevant trade certificate at AQTF Level 3.

## A.2 Classifications and related issues

### A.2.1 Mechanical Worker level 1 (MW 1) [85%]

(a) A MW 1 works under general supervision in one or more skill streams contained within this Agreement.

(b) An employee at MW 1 will either:

(i) Be appointed to level a or b based on information provided by the employee at the time of commencement; or

(ii) progress through the levels in accordance with the relevant timeframe as follows:

MW 1 (level a) Less than 12 months experience

MW 1 (level b) More than 12 months experience

(c) An employee at the MW 1 (level b) performs work above and beyond the skills of an employee at MW 1 (level a) and to the level of their training and:

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- is subject to direct supervision;
- works under general supervision within a team environment;
- works in a safe manner;
- identifies basic faults in materials and equipment;
- interacts harmoniously with employees of other companies on-site;
- adapts to a changing work environment;
- communicates essential information; and
- works from basic instructions and procedures articulated in written and spoken form.

(d) Skills and duties

(i) An employee at this level will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a work area team and may be required to perform a range of duties across the skill streams contained within this Agreement. An employee at this level:

- Follows basic instructions and procedures;
- assists in the provision of on-the-job training to a limited degree;
- works in a team environment or works individually under direct supervision;
- is responsible for assuring the quality of their own work;

(e) Indicative tasks which an employee at this level may perform include the following:

- basic material handling functions;
- operate small plant and pneumatic machinery;
- inventory and store control;
- operate a range of hand tools;
- has a rudimentary knowledge of the construction process;
- operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead cranes and winch operations;
- assists one or more tradespersons;

(f) The MW 1 classification incorporates the following broadbanded classifications:

- Tradespersons assistant/ Ironworker
- Truck Driver (MR,HR)
- Gantry hand or crane hand

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- General hand
- Insulator/Lagger
- Tool/material storeman

(g) An employee at this level may be undergoing training so as to qualify as a MW 2. Where possible, an employee at this level will be provided with access to accredited structured training approved by the relevant Skills Council.

A.2.2 **Mechanical Worker level 2 (MW 2) [90%]**

(a) An MW 2 works under limited supervision in one or more skill streams contained within this Agreement. An MW 2 will:

(i) have completed in accordance with RPL principles a Construction Skills Test equivalent to the required competency standards; or

(ii) have completed relevant structured training equivalent to the required competency standards; or

(iii) successfully completed an Mechanical Worker Industry Certificate Level 2 consisting of a total of 20 appropriate modules, or formally recognised equivalent accredited training so as to enable the employee to perform work within the scope of this level; or

(iv) obtained skills equivalent to the above gained through work experience that may be subject to competency testing to the prescribed standard.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a work team.

(iii) An employee at this level:

- can interpret basic plans and drawings relevant to their functions;
- assumes responsibility for allocated tasks within a team within the area of the employee's skill, competence and training;
- is able to sequence functions relevant to the current task;
- applies quality control techniques to the employee's own work;
- works from intermediate instructions and procedures;
- works individually under general supervision;
- is responsible for assuring the quality of their work;
- works in a safe manner;
- exercises discretion within their level of training;

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- understands the construction process in their sector and has a basic level of understanding of processes in other sectors;
- implements basic fault-finding and problem solving skills within the employee's sphere of work;
- interacts harmoniously with employees of other companies on-site;

(c) Indicative tasks which an employee at this level may perform include the following:

- calculates safe loads and stress factors;
- non-trades maintenance of relevant plant and equipment;
- anticipates and plans for constant changes to the work environment.
- materials handling;
- operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at MW 1;
- uses basic measuring and levelling instruments whilst working with a tradesperson;

(d) The MW 2 classification incorporates the following broadbanded classifications:

- Forklift operator (over 4500kg)
- Hoist or winch driver
- Spotter
- Storeperson
- Rigger (basic)
- Dogger (ticketed)
- Confined space hole watcher
- Mobile hydraulic platform operator

(e) An employee at this level may be undergoing training so as to qualify as a MW 3.

A.2.3 **Mechanical Worker level 3 (MW 3) [100%]**

(a) An MW 3 works individually or in a team environment in one or more skill streams contained within this Agreement. An MW 3 will:

(i) have successfully completed a relevant trade apprenticeship or its AQF equivalent and has less than 12 months experience working as a qualified tradesperson; or

(ii) have successfully completed, in accordance with RPL principles, all necessary competencies equivalent to the relevant trade and has less than 12 months experience working as a qualified tradesperson.

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(iii) have obtained skills equivalent to the above gained through work experience that the employer recognises are suitable for this level.

any one of which will qualify the employee as an MW 3.

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be responsible for the supervision of one or more employees working at MW 1 or MW 2 level.

(iii) An employee at this level:

- understands and applies quality control techniques;
- exercises good interpersonal and communication skills;
- exercises measuring and calculation skills at a trade level;
- exercises discretion within the scope of this grade;
- performs work of a trades or non-trades nature which is incidental or peripheral to the employee's main function and facilitates the completion of the whole task;
- is able to inspect products and/or materials for conformity with established operational standards;
- assists in the provision of on-the-job training;
- understands and applies quality control techniques;
- exercises good interpersonal communication skills;
- exercises discretion within the scope of this grade;
- performs work under limited supervision either individually or in a team environment.

(c) Indicative tasks which an employee may perform at this level include the following:

- production sequencing and materials handling at a trade level;
- trade skills associated with certificated trades within the scope of this Agreement;
- has a sound understanding of the construction process;
- materials handling related to trade work;
- operates machinery and equipment requiring the exercise of skill and knowledge at a trade level;
- performs work which is incidental or peripheral to the primary tasks and facilitates the completion of the whole task;

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- Performs basic welding on items that are not subject to testing and do not carry any structural load.
- sheet metal fabrication;
- steel fabrication;
- system assembly;
- mechanical installation.

(d) The MW 3 classification incorporates the following broadbanded classifications:

- Air-conditioning tradesperson
- Boilermaker
- Fitter
- Machinist
- Motor mechanic
- Painter (Spray painter, Shotblaster and Sandblaster)
- Pipe Fitter
- Plant mechanic
- Refrigeration mechanic
- Serviceperson
- Sheetmetal worker 1st class

(e) An employee at this level may be undergoing training so as to qualify as an MW 4.

A.2.4 **Mechanical Worker level 4 (MW 4) [105%]**

(a) An MW 4 works in one or more skill streams contained within this Agreement. An MW 4 will:

(i) have successfully completed a relevant trade apprenticeship or its AQF equivalent and have more than 12 months experience working as a tradesperson; or

(ii) have successfully completed, in accordance with RPL principles, all necessary competencies equivalent to the to the requirements of this level and have 12 months experience working as a tradesperson; or

(iii) have obtained skills equivalent to the above gained through work experience that the employer recognises are suitable for this level.

any one of which will satisfy the technical requirements to qualify the employee as an MW 4.

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(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed work team and may be required to perform a range of duties across the skill streams contained within this Agreement.

(iii) An employee at this level:

(iv) exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;

- exercises discretion within the scope of this grade;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides guidance and assistance as part of a work team;
- exercises advanced trades and non-trade skills relevant to the specific requirements of the industry or enterprise at a higher level than MW 3.

**(a)** Indicative tasks which an employee may perform at this level include the following:

- exercises precision trade and non-trade skills using various materials and specialised techniques at a higher level than MW 3;
- operates, and maintains plant and machinery;
- is able to plan construction sequencing.
- Perform setting/marking out on site using drawings prepared by a structural steel draftsperson consistent with the standards required of an ECW 4 under the Award
- Make modifications to prefabricated steelwork using drawings prepared by a structural steel draftsperson.
- Make modifications to prefabricated pipework using drawings prepared by a structural steel draftsperson.
- Perform welding that meets the requirements of AS 1554.

**(b)** The MW 4 classification incorporates the following classifications:

- Sheet Metal Worker-Marker/setter out
- Boilermaker-Marker/setter out
- Boilermaker-welder (non-certified)
- Boilermaker-Pipe Fitter

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- Mechanical Fitter - Hydraulic
- Mechanical Fitter - Pneumatic
- Mechanical Fitter - Machinist

(c) An employee at this level may be undergoing training so as to qualify as an MW 5.

A.2.5 **Mechanical Worker level 5 (MW 5) [110%]**

(a) An MW 5 works in one or more skill streams contained within this Agreement. An MW 5 will:

(i) have successfully completed a relevant trade apprenticeship or its AQF equivalent and have more than 24 months experience working as a tradesperson; or have successfully completed the relevant structured training in addition to the requirements of MW 4; or

(ii) have successfully completed, in accordance with RPL principles, all necessary competencies and successfully completed the relevant structured training equivalent to the to the requirements of this level and have 24 months experience working as a tradesperson; or

(iii) have obtained skills equivalent to the above gained through work experience that the employer recognises are suitable for this level.

either of which will qualify the employee for a MW 5

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed work team and may be required to perform a range of duties across the skill streams contained in this Agreement.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades guidance and assistance as part of a work team;
- assists in the provision of training in conjunction with supervisors and trainers;
- understand and implements quality control techniques;
- works under limited supervision either individually or in a team environment;
- assists in the provision of training in conjunction with supervisors.

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(c) Indicative tasks which an employee may perform at this level include the following:

- exercises precision trade and/or operative skills using various materials and specialised techniques at a higher level than MW 4;
- operates, and maintains complex plant and machinery;
- is able to plan complex construction sequencing;
- installs, repairs and maintains, tests, modifies, commissions and/or fault finds on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
- Perform setting/marking out on site without reference to drawings prepared by a structural steel draftsperson.
- Performs modifications to structural steel components without reference to drawings prepared by a structural steel draftsperson.
- Performs modifications to structural steel and components to the applicable Australian standard including preparing material for site welding to a standard that may be subject to non-destructive testing.
- Performs modifications to pressure pipework components to the applicable Australian standard including preparing material for site welding without reference to drawings prepared by a draftsperson.
- Is qualified, through formal testing to weld to the satisfaction of the employer and is engaged on work requiring such qualification; or
- Performs tested structural welding equivalent to the regulatory requirements for AS 1554SP.

(d) The MW 5 classification incorporates the following broadbanded classifications:

- Boilermaker-welder (tested 1554 SP)
- Boilermaker – Fabrication of pressure pipework
- Mechanical Fitter - Pneumatic + Hydraulic
- Mechanical Fitter – Pressure pipework

(e) For the purposes of consistency, the minimum classification level for a Mechanical Tradesperson Special Class shall be MW 5.

### A.2.6 **Mechanical Worker level 6 (MW 6) [115%]**

(a) An MW 6 works in one or more skill streams contained within this Agreement. An MW 6 will:

(i) have successfully completed a relevant trade apprenticeship or its AQF equivalent and have more than 24 months experience working as a

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tradesperson; or have successfully completed the relevant structured training in addition to the requirements of MW 5; or

(ii) have successfully completed, in accordance with RPL principles, all necessary competencies and successfully completed the relevant structured training equivalent to the to the requirements of this level and have 24 months experience working as a tradesperson; or

(iii) have obtained skills equivalent to the above gained through work experience that the employer recognises are suitable for this level.

either of which will qualify the employee for a MW 6;

(b) Skills and duties

(i) An employee at this level performs work to the extent of their skills, competence and training. Employees will acquire skills both formal and informal over time and with experience and will undertake indicative tasks and duties within the scope of skills they possess.

(ii) An employee at this level may be part of a self-directed work team and may be required to perform a range of duties across the skill streams contained within this Agreement.

(iii) An employee at this level:

- exercises skills attained through satisfactory completion of the training/work experience prescribed for this classification;
- exercises discretion within the scope of this grade;
- provides trades guidance and assistance as part of a work team;
- provides training in conjunction with supervisors and trainers;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques.

(c) Indicative tasks which an employee may perform at this level include the following:

- operates plant and equipment at a higher level of skill than MW 5;
- exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than MW 5;
- implements quality control techniques;
- plans complex construction sequencing;
- works on machines or equipment which utilise complex mechanic or hydraulic and/or pneumatic circuitry and controls or a combination thereof;
- works on instruments which make up a complex control system which utilises some combination of electrical/electronic, mechanical or fluid power principles;
- Performs modifications to complex high-pressure piping equipment to critical tolerances;

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- Performs complex setting/marking out on site for other members of a work team;
- Inspects the work of other tradespersons to ensure quality and standards are maintained to the satisfaction of the client.
- Is qualified, through formal testing to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and is engaged on work requiring such qualification.

(d) The MW 6 classification incorporates the following broadbanded classifications:

- Boilermaker – Quality Checker
- Boilermaker + Pipe Fitter + Welder (AS 1796)
- Boilermaker + Marker/setter out + Welder
- Mechanical Fitter - Systems experience
- Boilermaker Welder – Tested to AS 1554SP/AS1796/ASME IX)

## A.3 Classification principles

A.3.1 General

In determining the appropriate classification of a position or job to be filled by an employee, an employer will pay full regard to:

(a) the nature and skill requirements of the position to be filled;

(b) the skill level and certification of the employee;

(c) the experience and qualifications of the employee in:

(i) relevant indicative tasks nominated in this subclause; and/or

(ii) competency standards against which an employee is accredited;

(d) any agreed national procedures established for testing the validity of an employee's claim for reclassification.

A.3.2 Classification/reclassification in the engineering stream

(a) Where an employee is required to perform work that requires the use of skills and or knowledge associated with the qualification detailed at a specific level within this Agreement and the employer accepts the work performed, the employee will be classified at that level. If the employee is found to not possess the requisite qualifications associated with that classification level, the employee shall be provided with a detailed report identifying any skills gap. The employee shall participate in any reasonable training provided by the employer that assists the development of the skills required to fill the skills gap.

(b) In the event that there is a claim for reclassification by an existing employee to a higher level under this structure on the grounds that the employee possesses equivalent skill and knowledge gained through on-the-job experience, the following principles apply:

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(i) A transparent analysis will be performed to determine whether the employee has performed or is performing work at the classification level being claimed.

(ii) the dispute resolution provisions contained within this agreement will be followed;

(c) Where necessary, reference may be made to the requirements of the old classification definitions in the *National Metal and Engineering On-site Construction Industry Award 2002*.

**A.4 Skill based career structure**

A.4.1 The classification structure is designed to facilitate the improvement of the level of skills of the workforce and to provide a career path for all employees.

A.4.2 Each classification level builds upon the previous level so that the value of an employee to the industry and their employer increases as the employee progresses through the structure. Skills are built up in a sequential manner through job learnt skills and structured training.

A.4.3 Under this classification structure, an employee's construction industry skills are to be formally recognised, industry wide, at all levels. Employees will move up the classification structure as they acquire additional accredited skills and are required to utilise those skills following a direction by the employer. Payment will be on the basis of the level of skills required to perform the work of a particular position or job offered by an employer.

A.4.4 In circumstances where an employee performs work at a classification level and the employee participates in a skills assessment process, the employee shall not be disadvantaged as a result of the outcome of the process. Any additional training required by an employee to fulfil the technical requirements of any competencies shall be acquired under a training plan developed following the assessment process.

**A.5 Training**

In order to facilitate the operation of the classification structure an employer must, in co-operation with the consultative committee develop a training programme consistent with:

(a) the size, structure and scope of the activities of the employer;

(b) the need to develop vocational skills relevant to the enterprise and the construction industry generally through courses conducted by accredited educational institutions and providers.

(c) Where, as a result of consultation in accordance with this clause it is agreed that additional training should be undertaken by the employee, that training may be taken either on or off the job. Provided that if the training is undertaken during normal working hours the employee concerned will not suffer any loss of pay. The employer must not unreasonably withhold such paid training leave.

(d) Any costs associated with standard fees for prescribed course and prescribed textbooks (excluding those textbooks which are contained in the employer's technical library) incurred in connection with the undertaking of relevant training will be reimbursed by the employer upon the production of evidence of such expenditure. Provided that reimbursement will be subject to the presentation of reports of satisfactory progress.

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(e) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred travelling to and from work will be reimbursed by the employer.

**Mechanical Worker Wage Rates**

| Classification | 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|---|---|---|---|---|---|
| **MW1 (85%)** | $ 33.15 | $ 34.14 | $ 35.17 | $ 36.22 | $ 37.31 |
| **MW2 (90%)** | $ 35.10 | $ 36.15 | $ 37.24 | $ 38.36 | $ 39.51 |
| **MW3 (100%)** | $ 39.00 | $ 40.17 | $ 41.38 | $ 42.62 | $ 43.89 |
| **MW4 (105%)** | $ 40.85 | $ 42.08 | $ 43.34 | $ 44.64 | $ 45.98 |
| **MW5 (110%)** | $ 42.90 | $ 44.19 | $ 45.51 | $ 46.88 | $ 48.28 |
| **MW6 (115%)** | $ 44.85 | $ 46.20 | $ 47.58 | $ 49.01 | $ 50.48 |

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## Allowances

| Allowance | 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|---|---|---|---|---|---|
| Daily Fares and Travelling Allowance | $35.00 | $36.05 | $37.13 | $38.25 | $39.39 |
| Travelling outside radial areas (per Km) | $0.80 | $0.82 | $0.84 | $0.87 | $0.90 |
| Living Away from Home Allowance (per day) | $77.60 | $79.93 | $82.33 | $84.80 | $87.35 |
| Leading Hand Allowance (hour) | | | | | |
| In charge of not more than 1 person | $0.76 | $0.78 | $0.80 | $0.82 | $0.85 |
| In charge of 2-5 persons | $1.65 | $1.70 | $1.75 | $1.80 | $1.90 |
| In charge of 6-10 persons | $2.10 | $2.16 | $2.22 | $2.29 | $2.35 |
| In charge of 11 plus persons | $2.79 | $2.88 | $2.97 | $3.06 | $3.15 |
| First Aid Allowance | | | | | |
| Senior First Aid | $4.15 | $4.27 | $4.40 | $4.53 | $4.67 |
| Occupational First Aid | $6.55 | $6.75 | $6.95 | $7.16 | $7.37 |
| Meal Allowance | $21.36 | $22.00 | $22.66 | $23.34 | $24.04 |
| Tradesperson Allowance (hour) | $3.28 | $3.28 | $3.28 | $3.28 | $3.28 |
| Electricians License (hour) | $1.90 | $1.90 | $1.90 | $1.90 | $1.90 |
| Certificate allowance (hour) | $0.99 | $0.99 | $0.99 | $0.99 | $0.99 |
| JETCO (week) | $10.00 | $10.00 | $10.00 | $10.00 | $10.00 |
| Power Tools | $0.99 | $1.02 | $1.05 | $1.08 | $1.11 |
| Lift Industry Allowances | | | | | |
| All-purpose Leading Hand Allowance (hour) | | | | | |
| Less than 5 employees | $2.45 | $2.52 | $2.60 | $2.68 | $2.76 |

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| | | | | | |
|---|---|---|---|---|---|
| More than 6 – less than 10 | $3.05 | $3.14 | $3.24 | $3.33 | $3.43 |
| More than 10 | $3.67 | $3.78 | $3.89 | $4.01 | $4.13 |
| Electrical Employees Allowance | | | | | |
| Qualified Technical Person Allowance | $262.50 | $270.38 | $278.49 | $286.84 | $295.45 |
| Mechanical Employees Allowances (hour) | | | | | |
| Welder - tested | $1.42 | $1.48 | $1.52 | $1.57 | $1.62 |
| Welder - Special Class | $2.48 | $2.55 | $2.63 | $2.71 | $2.79 |
| Welder – Special class Exotic materials | $4.35 | $4.48 | $4.61 | $4.75 | $4.90 |

**Health and Safety Representative**

Where an employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CE4/EW4 (as the context requires), or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance of:

| From 1/07/2020 | From 1/07/2021 | From 1/07/2021 | From 1/07/2021 |
|---|---|---|---|
| $2.51 | $2.59 | $2.66 | $2.74 |

**Union Delegate**

Where an employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4/EW4 (as the context requires), or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance of:

| From 1/07/2020 | From 1/07/2021 | From 1/07/2021 | From 1/07/2021 |
|---|---|---|---|
| $2.51 | $2.59 | $2.66 | $2.74 |

For clarity, an Employee is only entitled to one all-purpose hourly allowance. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

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**AUDIT FORM**

EMPLOYER NAME: _____

ABN NUMBER: _____

ADDRESS: _____

PRINCIPAL NAME: _____

PRINCIPAL TITLE: _____

WORKCOVER POLICY NUMBER: _____

Number of personnel: _____

Overtime 1½x: _____

Overtime 2x: _____

Base Hourly Rate: _____

Fares & Travel: _____

| | | |
|---|---|---|
| CBUS/BUSS(Q): | □ Yes | □ No |
| BERT: | □ Yes | □ No |
| BEWT: | □ Yes | □ No |
| CIPQ: | □ Yes | □ No |
| RDO Accrual: | □ Yes | □ No |
| Annual Leave: | □ Yes | □ No |
| Sick Leave: | □ Yes | □ No |
| PSLS: | □ Yes | □ No |
| Group Tax: | □ Yes | □ No |

STATUTORY DECLARATION BY PRINCIPAL: I hereby state that the Employer has paid all of its entitlements and legal obligations in accordance with the appropriate industrial instrument.

_____PRINCIPAL

AUTHORISED BY CPA/INSTITUTE OF CHARTERED ACCOUNTANTS

EMPLOYER NAME:

NAME OF ACCOUNTANT:

REGISTRATION DETAILS

AUTHORISATION STATEMENT: I have examined the time and wages records and hereby certify that they are in accordance with the appropriate industrial instrument.

_____CERTIFIED PRACTISING ACCOUNTANT

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**RDO NOTIFICATION FORM**

Notification pursuant to clause 21.7(c) above to Work on Scheduled RDO

Date: _____

| | |
|---|---|
| Employer | |
| Date of Scheduled RDO | |
| Project Name | |
| Project Address | |
| Work to be undertaken | |
| Approximate number of employees required | |
| Union delegate/employee representative | |

**Manager contact details**

Name: _____

Phone: _____

Email: _____

**Tick the appropriate Box**

□ Affected Employee/s consulted by Employer

□ Affected Employee/s not wishing to work in accordance with the clause have been given an opportunity to reasonably refuse

□ Affected Employee/s informed that if they have a concern about working the scheduled RDO they can raise the matter with their union delegate/employee representative.

**Reason/s for work on scheduled RDO**

□ High risk activity (specify below)

□ Maintenance, repair, commissioning

□ Restrictions, laws, regulations, etc.

□ Inclement weather

□ Other

**Explanation of ground/s listed above:**

| |
|---|
| |

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**Section A.3 – Impairment Policy**

## 1. Principles

1.1. The health, wellbeing and safety of employees are of paramount importance to the employer, employees and their Unions. This policy is part of a broad work, health and safety (WHS) program to secure the highest level of health and safety in the workplace.

1.2. The policy adopts a WHS approach that involves identifying, assessing and controlling all workplace hazards, using the hierarchy of control, and then reviewing these controls to ensure ongoing improvements.

1.3. The focus of this policy is on the WHS risks associated with impairment and should be read in conjunction with other company policies concerning health and safety, particularly in relation to fatigue management, risk management and safe systems of work.

1.4. This policy has been compiled in a manner that is non-punitive and supportive of employees. This policy shall not be used in a discriminatory manner. Anti-Discrimination Law protects against discrimination on the basis of addiction and may also protect against discrimination on the basis of impairments caused by drug and alcohol addiction or use.

1.5. The policy and procedures adopt a peer based intervention approach based on fairness and equity for all employees.

## 2. Scope

2.1. This policy will apply to all employees (including managers and supervisors), contractors and labour hire staff. The policy applies to these groups at all times when they are engaged in company business, whether on or off site and when driving company vehicles.

## 3. Structure

The Impairment Policy is categorised in order with the intended implementation:

3.1. Training & Awareness

(a) (Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:

i. Workplace Impairment Training (WIT) - all workers onsite will do this training;

ii. Preliminary Impairment Assessment (PIA) - HSRs, delegates and the PC's safety staff will undertake this training.

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3.2. Testing

Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.

3.3. Support Services

Rehabilitation, counselling and Employee Assistance Programs. Support is strictly non-punitive, and can be accessed at any time (self-identification of the need for help is strongly encouraged).

## 4. Objectives

4.1. The objectives of this policy are as follows:

(a) To provide a safe and healthy working environment for all workers;

(b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;

(c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;

(d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;

(e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;

(f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;

(g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

## 5. Responsibilities

5.1. The employer shall:

(a) Provide a work environment that is safe and without risks to health and safety;

(b) Provide information about the testing requirements to all existing employees, contractors and labour hire staff and to all new staff at the point of induction;

(c) Ensure that this policy is implemented fairly and equitably across all sections of the workforce;

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(d) Comply with the four policy implementation steps outlined below;

(e) Have adequate resources (e.g., a room that allows for confidential impairment assessments to be discussed, if necessary, suitable transport to safely remove impaired employees from the workplace to be able to meet the objectives of this policy.

5.2. Employees shall:

(a) Co-operate reasonably with the employer in the implementation of this policy;

(b) If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others they should inform their employer and their relevant Preliminary Impairment Assessor (PIA) of this belief;

(c) Not possess, consume, or be under the influence of, alcohol or other drugs while working;

(d) Ensure that they do not work, if they believe that they may be impaired;

(e) Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;

(f) Inform their employer and their Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

**6. Policy Implementation Will Involve the Following Steps**

6.1. PC/Employer and Union shall agree on a policy start date.

6.2. Engagement of an agreed training and rehabilitation/treatment service providers.

6.3. Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA). Ongoing promotion of this policy.

6.4. A purpose of the policy and procedure is to provide protocols and procedures for workplace alcohol and other drug testing that are evidence-based, consistent with best practice, comply with relevant Australian Standards, and contribute to workplace safety and worker wellbeing.

6.5. The following drug and alcohol testing programs will be adopted:

(a) Self-testing;

(b) Random Shift testing;

(c) For-cause testing;

(d) Post-incident testing;

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(e) Reasonable concern testing;

(f) Testing of Minors

6.6. Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

6.7. The employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.

6.8. With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.

6.9. It will also ensure compliance with this policy as follows:

(a) Subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA;

(b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

**7. Definition of a Worker**

7.1. Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:

(a) an employee (either salaried or wages);

(b) a contractor or subcontractor;

(c) an employee of a contractor or subcontractor;

(d) an employee of a labour hire company;

(e) an apprentice or trainee;

(f) a student gaining work experience;

(g) an outworker;

(h) a volunteer;

(i) a visitor to a workplace.

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## 8. Training

8.1. The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.

8.2. In addition to the below training course outlines, principal contractors will be required to develop a site specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.

8.3. The below requirements will be audited on an annual basis. Requirements for an approved training provider:

(a) Must have previous experience delivering Workplace Impairment Training;

(b) Must consult with professional organisations to develop all training courses;

(c) Must be able to demonstrate a continuous improvement plan for each training course.

8.4. Trainers must have the following qualifications:

(a) Cert IV in WHS;

(b) Cert IV in Training and Assessing (TAE);

(c) Nationally Accredited Course in On-Site Drug and Alcohol Testing;

8.5. All training must be delivered Face to Face (F2F).

8.6. Workplace Impairment Training (WIT)

(a) WIT course must be a minimum of (2) hours in length and must cover the following topics:

i. Australian Workplace Health and Safety construction statistics;

ii. Overview of the Workplace Health and Safety Act, state specific;

iii. Mental Health - discussing at length stress, anxiety and depression;

iv. Fatigue - overview of causes and coping mechanisms;

v. Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;

vi. Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;

vii. Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with

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drug and alcohol use;

viii. Harm related to drug and alcohol use;

ix. Understanding what is a standard drink and how long this will stay in your system;

x. Detection rates for illegal drugs;

xi. Administering self-alcohol and drug tests;

xii. Information about EAP and the services they offer.

8.7. Preliminary Impairment Assessor (PIA)

(a) PIA training must be a minimum of (4) hours in length and must cover the following topics:

i. Understanding the signs of impairment;

ii. Conflict resolution;

iii. Skills to conduct an impairment Assessment;

iv. Overview of what a PIA is;

v. What are possible impairment factors;

vi. Causes and symptoms of impairment;

vii. Investigative skills.

(b) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:

i. the training session will not interfere with workers wanting to use the room for smoko or lunch; or

ii. the training session will not be interfered with by workers wanting to use the room in general.

8.8. No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

## 9. Testing Methods

9.1. Alcohol Testing Method

Alcohol testing must only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

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9.2. Drug Testing Method

(a) Drug testing may only be performed by oral fluid testing;

(b) The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

(c) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;

(d) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

9.3. As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:

(a) Alcohol;

(b) Opiates;

(c) THC;

(d) Cocaine;

(e) Benzodiazepines;

(f) Amphetamine; and

**(g)** Methamphetamine

**10. Testing Provider**

10.1. Must be NATA Accredited.

10.2. Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

10.3. Must be agreed upon by the PC/Employer and the Union.

10.4. Minimum standards that the testing company must meet are as follows:

(a) competent and trained staff;

(b) appropriate equipment and instruments;

(c) proper management and storage of test kits and reagents;

(d) secure and controlled storage and management of samples;

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(e) comprehensive record keeping; and

(f) clear and precise reporting.

10.5. Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

## 11. Room Requirements

11.1. Each workplace shall have a room nominated for use to undertake drug and alcohol testing consistent with this procedure. This room will not normally be the first aid room at a workplace unless a workplace has multiple first aid rooms and the use of a first aid room for the purpose of drug and alcohol testing will not affect the ability of the workplace to respond to a first aid incident.

11.2. The room selected for use must so far as reasonably practicable:

(a) Provide privacy for the Worker being tested including but not limited to:

i. Have a closing door;

ii. Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;

iii. Not allow conversations to be casually overheard by other workers;

(b) Be clean and hygienic;

(c) Be free from interruption whilst testing is being undertaken;

(d) Include discrete entry and exit.

## 12. Testing Requirements

12.1. On workplaces where the value of the Commonwealth's contribution to the project that includes the building work is at least $5,000,000, and represents at least 50% of the total construction project value or the Commonwealth's contribution to the project that includes the building work is at least $10,000,000 (irrespective of its proportion of the total construction project value) the following minimum testing requirements must be adhered to.

12.2. Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

12.3. Drugs; As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will

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be as follows:

(a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;

(b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

(c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;

(d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

| Workers | Criteria | Action |
|---|---|---|
| Less than 30 workers at a workplace | Confirmed positive results in 2 consecutive tests at the same workplace | Testing of 20% of workforce |
| 30-100 workers at a workplace | Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 10 workers |
| Greater than 100 workers | Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 20 workers |

12.4. The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

12.5. Other Jobs

On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites i.e. blanket alcohol and code requirements for drug testing.

**13. Prescribed Medications**

13.1. Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Authorised Testing Agent prior to undergoing any requested test.

13.2. If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.

13.3. Workers who record a Non Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.

13.4. If that confirmatory result is a Positive Result Confirmatory Test, then:

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(a) The terms and conditions of the applicable industrial agreement shall be observed in relation to consultation and consequence management action.

13.5. When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action.

13.6. Where a Worker is excluded from the workplace as a result of a Non Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

(a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;

(b) The level of the medication detected is consistent with therapeutic use;

(c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and

(d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

**14. Special Circumstances for Prescription Medication**

14.1. A Worker participating in a treatment plan for a medical condition, managed by a Registered Medical Practitioner and involving a Prescribed Drug/Only Drug could result in a Non Negative Result Initial Test if they are selected for Drug and Alcohol testing.

14.2. If in the above circumstance a Non Negative Result Initial Test occurs, and provided that the Worker has:

(a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and

(b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;

(c) Then the Non Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.

14.3. Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the prescribed

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medical practitioner, then a Negative Result shall be recorded and no results retained.

14.4. Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Registered Medical Practitioner or another drug(s) type is recorded then a positive result confirmatory test shall be recorded.

14.5. Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

**15. Testing Results**

15.1. Alcohol

(a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;

(b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety, the Workers will be directed to remain within the testing vicinity and they will be re-tested no sooner than 60 minutes after the original test;

(c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;

(d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;

(e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:

i. Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:

ii. Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:

iii. Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;

iv. Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed by applicable road transport legislation and has been determined as not rising for that Worker.

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Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).

v. Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements.

vi. Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

15.2. Drugs

(a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);

(b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;

(c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;

(d) A Confirmatory Test will be required where a Non Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;

(e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

**16. Forms of Testing**

16.1. Self-Testing

(a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;

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(b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;

(c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

16.2. Random Shift Testing

(a) In terms of Random Shift Testing it is in imperative that the PC/Employer and the Union do not know on what day, or at what time the Authorised Testing Agent will conduct the tests;

(b) It is a condition of entry for all Workers at any workplace to comply with any request to participate in random Drug and Alcohol testing as a condition of employment or contract. This means that all Workers attending or seeking to attend a workplace will be eligible for testing;

(c) Testing for Alcohol or other Drugs for Workers shall be mandatory and will be undertaken at any time throughout the Worker's hours of work (including overtime) or at any time whilst at the workplace;

(d) Individual Workers will be selected for drug testing using a simple random selection process. A random draw will be conducted using an Authorised Testing Agent independent software to randomise the selection of Workers for testing;

(e) The random selection process includes the selection of Workers from across the entire workplace subject to the testing;

(f) A Worker selected for testing will be required to present themselves for testing within a reasonable time. Random shift testing shall be conducted in a room which provides for privacy for the selected worker during testing; the requirements for this room are outlined in the Room Requirements section of this policy.

16.3. For Cause Testing

(a) An employer/supervisor may only request an employee to undertake for cause testing if:

i. The employee has been involved in an accident or incident, or had the potential to, cause:

ii. Serious and major damage to mobile plant or property; or

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iii. an injury to themselves or other individual(s); or

iv. Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

16.4. Post Incident Testing

(a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

(b) Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.

(c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.

(d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

16.5. Reasonable Concern Testing

(a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:

i. An observable phenomenon occurs, which is:

- the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
- Unusual and/or inexplicable actions by the employee; or
- There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
- The employee has breached safety precautions or procedures.

16.6. Testing of Minors

(a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or

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guardian can be provided through the minor's employer/host employer.

(b) Where a minor is selected for testing and:

i. A letter of consent is held, then the provisions of this procedure shall apply; or

ii. Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high risk activities or potentially excluded from site until consent is given.

**17. Refusal to Test**

17.1. If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:

(a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;

(b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;

(c) If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

**18. Disciplinary Action**

18.1. The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.

18.2. First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:

(a) Required to attend the Support as referred to in this Policy;

(b) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(c) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

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18.3. Second occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12-month period will be:

(a) Required to re-attend the Support as referred to in this Policy

(b) Required to participate in a rehabilitation program referred to in "Support" in this policy

(c) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(d) Given a verbal warning with a diary entry placed on file; and

(e) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

18.4. A worker who has received three confirmed positive test results for alcohol or drugs which has been detected in a 12-month period may be disciplined under the Employer's disciplinary processes.

18.5. A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

18.6. No disciplinary action will be taken in respect of positive test results from a self-test.

**19. Support**

19.1. The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

(a) allowing access to any Union support programs; and

(b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

19.2. The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

**20. Self – Declaration**

20.1. Workers will not be disadvantaged for self-disclosure and therefore will be supported through counselling and rehabilitation processes and provided with the Support contained in this policy. In such cases the worker will be permitted to access personal leave in the first instance, then accrued leave, and may return to work when fit for duty.

20.2. The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

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## 21. Privacy

21.1. Drug and Alcohol testing results shall remain confidential and will only be used for the purpose of compliance with this Procedure in the manner required by the *Privacy Act 1988 (Cth)*. Any information provided or declared by a Worker regarding:

(a) Prescribed Drug and Pharmacy Only Drug consumed;

(b) Medical conditions or the like;

(c) Their proposed return to the workplace following exclusion by this procedure;

21.2. Will also remain confidential and managed in accordance with the *Privacy Act 1988 (Cth)*. Similarly, where a Worker supplies information regarding the use, sale or supply of Drugs or Alcohol at a workplace, unless the Worker otherwise agrees or as otherwise required by law, the Worker's identity will be kept confidential.

21.3. All Positive Results Confirmatory Test will be maintained on the relevant Worker's personnel records located at the workplace.

21.4. Protections from Worker Deoxyribonucleic Acid (DNA) misuse

21.5. Workers selected for testing shall have their personal DNA protected by:

(a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.

(b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

21.6. These protections will be notified to Workers during training

## 22. Consultation

22.1. If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.

22.2. The attendees shall seek to reach agreement on any proposed amendments.

22.3. No amendments shall be implemented unless agreement is reached by the Employer, the Union and the relevant stakeholders.

22.4. Employment Assistance Program (EAP)

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22.5. The Employment Assistance Program (EAP) is an agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job related problems.

22.6. To have a successful Impairment Policy at the workplace, the Policy must address how those at the workplace, including employees of the principal contractor, subcontractors and their employees and others, will be required to comply with the Impairment Policy.

22.7. The below requirements will be audited on an annual basis of the employer:

(a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;

(b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;

(c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;

(d) Provide support for their workers and their immediate families;

(e) Must be able to provide treatment services which must include the following:

i. General counselling;

ii. Drug and Alcohol counselling;

iii. Drug and Alcohol detoxification services;

iv. Drug and Alcohol rehabilitation services;

v. Case Management services;

vi. Psychology services;

(f) Must have a history of delivering support services to the Building and Construction Industry

(g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

**23. Addendum**

Refer to the National CFMEU Impairment Policy for more information and detail about impairment in the construction industry. The policies and procedures in the national document look at the impairment issues of Mental Health, Injury and Illness, Fatigue, Chemicals, Heat, Cold and Noise, and Alcohol, Illegal Drugs and Legal Drugs and provide the research behind the implementation of this Impairment Policy.

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## Section B.1 – Workplace Health and Safety

### 1. Procedure for Dealing with Safety Issues or Incidents

1.1. The Employer, the Employees and the Union agree that for the purposes of s. 81 of the WHS Act matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.

1.2. The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:

(a) the Principal Contractor (as defined in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor;

(b) the Employers - the Site Manager or any other person nominated by the Employer(s); and

(c) the Employees - person nominated by the Employee (e.g. Union or other representative).

Collectively referred to as "Nominated Parties"

1.3. The Nominated Parties agree that representatives shall be entitled to:

(a) Inspect any work system, plant, substance, structure or other thing relevant to resolving the issue;

(b) Consult with relevant Employees in relation to resolving the issue;

(c) Consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue;

(d) Inspect and take copies of any document that is directly relevant to resolving the issue; and

(e) Advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

1.4. The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:

i. There is an issue to be resolved; and

ii. The nature and scope of the issue

1.5. As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.

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1.6. The Nominated Parties and/or their representatives must have regard to all relevant matters including:

i. the degree and imminent risk to the Employees or other persons affected by the issue;

ii. the number and location of Employees and other persons affected by the issue;

iii. the measures both temporary and permanent that must be implemented to resolve the issue;

iv. who will be responsible for implementing the resolution measures;

v. whether the hazard or risk can be isolated; and

vi. the time that may elapse before the hazard or risk is permanently corrected.

1.7. Once the issue is resolved details of the issue and its resolution must be set out in writing with all Parties and/or their representatives to be satisfied that the document reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

1.8. The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, and/or the Queensland Building and Construction Commission, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

1.9. Direction to cease work

(a) If –

i. an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and

ii. the issue concerns work which involves an immediate threat to the health and safety of a person; and

iii. given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 1.7 above –

(b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

(c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

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## 2. Personal Protective Equipment (PPE)

The following clothing will be supplied to all Employees (no later than 1 month after commencement} and will be replaced on a fair wear-and-tear basis. Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:

(a) 1 pair of safety boots (if the employee buys such boots, the Employer will reimburse the Employee up to $125.00 upon presenting a receipt of purchase);

(b) 6 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed; and

(c) 1 high visibility winter jacket

2.2. All of the abovementioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the abovementioned items on a fair wear and-tear basis within twelve months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those twelve months.

2.3. All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating.

2.4. No agreement to pay cash in lieu of supply of clothing/footwear is permitted.

2.5. When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.

## 3. Training and Related Matters

3.1. The parties are committed to the promotion of a highly skilled industry that delivers ongoing employment opportunities and a world-class end product through an efficient and safe construction process. To this end, the Employer agrees that appropriate training, including the engagement and training of apprentices, and skills development for the workforce will be provided during the term of this document.

3.2. Where possible training and skill development is to be carried out in normal working hours. It is agreed that no Employees will suffer loss of pay as a result of participating in training required by the Employer.

3.3. The Employer will implement a policy where all Employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies are identified through the assessment process, the necessary training will be provided to attain the relevant nationally recognised formal qualification.

3.4. The Employer will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.

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3.5. HSR Training

Any Employees elected as a workplace HSR (Health and Safety Representative) will undertake a training course approved by the State or Territory Government and provided by the Employer within six weeks of being elected, at no cost to the Employee.

3.6. The Employer agrees that it will, within 7 days of receiving a written request from an Employee, provide:

(a) Evidence to demonstrate the positive commitment to training and skill development; and

(b) The information as to the number of apprentices and visa holders engaged by the Employer;

(c) Each of which is required to provide to the funding entity in accordance with Clause 24(2) of the Code.

3.7. Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth)*.

**4. Health and Safety Representatives**

4.1. The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee;

4.2. The health and safety representative/s (HSR) shall be elected by the Employees on the job on a democratic basis, and shall be subject to recall by a similar process.

4.3. Parties covered by this Document recognise the important role of HSRs. The HSRs have a key role in the early intervention in health and safety issues under this Document.

4.4. The HSR shall be allowed to consult with the principal contractor, or persons acting on his/her behalf, on matters directly concerned with safety of workers, and promote the safe conduct of work generally.

**5. Health and Safety Representative Meetings**

5.1. A health and safety representative will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting employees he/she represents providing that the Representative informs their manager.

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# BEST PRACTICE INDUSTRY CONDITIONS FOR TRANSPORT CIVIL CONSTRUCTION PROJECTS

**December 2020**



Queensland Government

**Best Practice Industry Conditions for Transport Civil Construction Projects**

The Queensland Government through the Queensland Procurement Policy is committed to maximising benefits for Queenslanders by using procurement to support local jobs and businesses to drive economic, environmental and social outcomes. This includes ensuring quality, safe workplaces for people engaged on major state government projects, through the implementation of Best Practice Principles (BPPs), in accordance with guidance issued by the Department of Energy and Public Works and the Office of Industrial Relations.

For major projects of $100 million and above and declared projects, the value for money assessment must also include application of all the following BPPs:

- Workplace health and safety systems and standards
- commitment to apprentices and trainees
- best practice industrial relations

The Department of Transport and Main Roads (TMR) fully supports the Queensland Government's priorities to improve matters such as employment conditions, safety and training opportunities for the transport civil construction industry and ensure the industry is, and remains sustainable, safe and progressive.

To assist with the Queensland Government's commitments in relation to the BPPs, including best practice industrial relations, TMR has developed a guidance document entitled the *Best Practice Industry Conditions for Transport Civil Construction Projects* dated December 2020 (Transport BPIC). In developing the Transport BPIC in consultation with stakeholders, relevant enterprise agreements, awards and legislation to the transport civil construction industry were analysed to ensure the guidance document reflects modern and progressive industrial practices for the civil construction industry. The Transport BPIC is included to assist with tendering for TMR's transport civil construction projects with a total project value of between $100 million - $300 million which in this circumstance, includes this Project.

The Transport BPIC is an expression of government policy as it relates to best practice industry relations for the civil construction industry. The guidance document sets standards and expectations to ensure that a workforce with optimal levels of skills and experience is attracted and retained for the life of a project's delivery and ensure that relevant stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

The Transport BPIC is a guidance document and is not mandatory. Applicants and/or Tenderers can demonstrate the intent and outcomes of the Transport BPIC in any manner it chooses to nominate throughout the procurement process. TMR will give full and reasonable consideration to alternative ways of achieving the Transport BPIC. Where a particular supplier is referred to within the Transport BPIC, this entitlement or obligation relates to that supplier or any suitable equivalent which the Applicants and/or Tenderers may wish to nominate. Nothing in the Transport BPIC requires an Applicant and/or Tenderer to make any commitment that would breach any laws.

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# Quality Employment Standards

## Consultation, Dispute Resolution, Contract of Employment, Award Interaction and Related Matters

### 1. Consultation

1.1. Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the term of the Contract.

1.2. Consultative Committees may be set up for this purpose.

1.3. If the Employer has made a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must consult with the Employee(s) who will be affected by the decision.

1.4. As soon as practicable and prior to implementation, the Employer must discuss with the relevant Employees and/or their nominated representative/s (e.g. Union or other representative) the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

1.5. For the purposes of the discussion the Employer will provide the relevant Employees and/or their nominated representative/s in writing:

(a) all relevant information about the change including the nature of the change proposed;

(b) information about the expected effects of the change on the Employees; and

(c) any other matters likely to affect the Employees.

1.6. However, the Employer is not required to disclose confidential or commercially sensitive information.

1.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

1.8. "Significant Effect" under clause 1.3 above includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

1.9. Consultation about changes to rosters or hours of work

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.

1.10. As soon as practicable after proposing to introduce the change, the Employer must:

(a) discuss with the relevant Employees the introduction of the change;

(b) if requested by the Employees, and for the purposes of the discussion, provide to the relevant Employees and their representative details of the following in writing:

i. all relevant information about the change, including the nature of the change;

ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and

iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees;

(c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities), and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Union; and

(d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other Document or Award provisions concerning the scheduling of work and notice requirements.

**2. Disputes Settlement Procedure**

2.1. A major objective of this Document is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter or any matters arising out of the operation of the Document or incidental to the operation of the Document should be dealt with as close to its source as possible. Disputes over matters arising from this Document (or any other dispute related to the employment relationship or the NES, including subsections 65(5) or 76(4) of the *Fair Work Act*) shall be dealt with according to the following procedure.

2.2. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.

2.3. All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance.

2.4. In the event of any work-related grievance arising between the Employer and an Employee or Employees, the matter shall be dealt with in the following manner:

(a) The matter shall be first submitted by the Employee/s or his/her job delegate/ employee representative or other representative, to the site foreperson/supervisor or the other appropriate site representative of the Employer and if not settled, to a more senior representative of the Employer.

(b) Alternatively, the Employer may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/employee representative or other representative.

(c) If still not resolved, there may be discussions between the relevant Union official (if requested by the employee/s), or other representative of the employee, and senior representative of the Employer.

(d) Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance to FWC for review. FWC may exercise conciliation and/or arbitration powers in such review.

2.5. This procedure shall be followed in good faith without unreasonable delay.

2.6. If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to FWC.

Any resolution of a dispute under this clause by the FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations, including the Code.

**3. Contract of Employment**

3.1. At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent or casual basis, stating by whom the Employee is employed, the job performed, the classification level, and the relevant rate of pay. Each new Employee shall upon commencement also be provided with a copy of this Document, or alternatively, access to the Document in electronic format at the discretion of the Employee.

3.2. The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training consistent with the Employee's classification provided that such duties do not promote deskilling.

3.3. If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employee's contract of employment shall remain intact during the period of absence. The Employer shall continue

to make contributions (and where applicable, reports of service) on behalf of the Employee to the applicable contribution funds. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

**4. Employment Security**

4.1. Without limiting the Employer's right to determine its operational requirements the Parties to this Document will encourage the continuity of employment for permanent employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded in-so-far as it is reasonably practicable to do so.

4.2. The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Document.

4.3. The Employer is also committed to maintaining a stable and skilled workforce, having regard to the contribution that a stable and skilled up workforce has for Employee's job security. The Employer also acknowledges that use of subcontractors or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees in-so-far as it is practicable to do so.

4.4. If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Document, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

4.5. Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this Document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

4.6. As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the project.

**5. Individual Flexibility Agreements**

5.1. Where the Employer wants to enter into a variation agreement it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

5.2. The Employer must ensure that any variation agreement is genuinely agreed to by the Employer and the Employee and that the terms of the variation agreement:

(a) are about permitted matters under section 172 of the FW Act; and

(b) relates only to:

i. time between which ordinary hours are worked;

ii. salary sacrifice agreements;

iii. reduction in ordinary hours;

iv. increase in annual leave accrual each year;

v. increase in rate of accrual of Rostered days off;

vi. increase in wages;

vii. increase in training leave (Union or otherwise);

(c) are not unlawful terms under section 194 of the FW Act; and

(d) result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.

5.3. The Employer must also ensure that any such variation agreement is:

(a) in writing (including details of the terms that will be varied, how the variation agreement will vary the effect of the Enterprise Agreement terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences);

(b) includes the name of the Employer and Employee;

(c) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee;

(d) provided to the Employee within 14 days after it is agreed to; and

(e) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

Where any of the requirements of this clause are not met, the variation agreement is of no effect.

## 6. Inclusion

First Nations People

6.1. The Employer recognises there is a significant Aboriginal and Torres Strait Islander (ATSI) population within Queensland and is committed to ensuring a significant representation of people who identify themselves as ATSI.

6.2. The Employer will ensure that all Employees receive cultural awareness training as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the work is being performed.

6.3. A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation. The Employer will also implement policies that ensure:

(a) access to annual leave for participation in cultural and ceremonial activities;

(b) skill and career development opportunities for ATSI Employees; and

(c) the development of retention and promotion for ATSI Employees.

Women in the Industry

Parties respect equal employment opportunity and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry.

## 7. Relationship to Awards and Other Documents

7.1. The following instruments are incorporated into this Document:

(a) *Building and Construction General On-site Award 2010;*

(b) *Mobile Crane Hiring Award 2010;*

(c) *Electrical, Electronic and Communications Award 2010;*

(d) *Plumbing and Fire Sprinklers Award 2010;*

(e) *Asphalt Industry Award 2020;*

(f) *Concrete Products Award 2020;*

(g) *Premixed concrete Award 2020;*

(h) *Professional Employees Award 2020;*

(i) *Rail Industry Award 2020; and*

(j) *Surveying Award 2020*

(k) *IRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003 as it was immediately prior to its rescission*

## Casual Employment, Hours of Work and Related Matters

### 8. Casual Employment

8.1. A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged for a casual employment the Employee will be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

8.2. A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Document except notice of termination (other than in accordance with clauses relating to annual leave, paid community services leave, paid personal (including carer's leave), and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid compassionate leave and carer's leave and other unpaid leave in accordance with the NES.

8.3. Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Casual Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed in this Document. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance as applicable.

8.4. A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed for the Employee's classification.

8.5. A casual Employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in this Document:

(a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate for the Employee's classification;

(b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed for the Employee's classification; and

(c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed for the Employee's classification.

8.6. For the purposes of clarity, the applicable contributions to CBUS/BUSS(Q)/Australian Super/Energy Super, BERT/CIRT/Protect, CIPQ/Energy Super Income Insurance/WageGuard, STQ, and BEWT/JetCo or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs.

8.7. Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be. This clause will not reduce the entitlements of injured Employees.

8.8. Casual Conversion

Casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in

excess of six-weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process.
The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.

A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 8.8 whose request is refused by the Employer, is entitled to be paid 175% of the hourly rate prescribed in this Document for the Employee's classification.

## 9. Hours of Work

9.1. Ordinary hours

Except as provided elsewhere in this Document, the ordinary working hours will be 36 hours per week (7.2 hours per day) worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. Typically, work should not commence later than 7.00am. All time worked outside these hours shall be by consultation with the affected employees concerned and paid at overtime rates.

9.2. Start and finish times

If the Employer wishes to alter start and finish times within the spread of ordinary daily hours, the Employer will consult with the affected Employees and:

(a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times; and

(b) have regard to the intention of avoiding excessive overtime.

9.3. Overtime

It is the intention of the Employer and Employees that excessive overtime will not be worked.

9.4. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to matters including:

(a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(b) the Employee's personal circumstances including any family responsibilities;

(c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

(d) any other relevant matter.

9.5. RDO and Weekend Work

(a) The provisions of this Document relating to RDOs will apply to work conducted under this clause.

(b) Where ordinary hours are worked on a Saturday the Employees will be paid at the rate of time and a half for the first two hours and double time thereafter; and

(c) Where the ordinary hours are worked on a Sunday the employees will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Document, for example a public holiday or during Christmas shutdown).

## 10. Shift Work

10.1. Shift work is a necessary feature of the Employer's operation and employees may be required to work shift work in accordance with operational needs. Shift work meaning ordinary hours worked outside or partly outside of the ordinary span of hours of at least 5 consecutive shifts may be worked to suit the operational requirements. The requirement to work shift work will only occur after consultation with the appropriate employees.

10.2. For the purposes of this clause:

(a) Afternoon shift means a shift starting at or after 10.00am and before 8.00pm;

(b) Night shift means a shift starting at or after 8.00pm and before 6.00am; and

(c) Day work (i.e. work commencing between 6.00am and 10.00am) is not shift work.

10.3 Shift Workers will be paid the following rates for Ordinary Hours Worked:

(a) Afternoon Shift- Wage Rate plus 15% of the Wage Rate; and

(b) Night Shift - Wage Rate plus 30% of the Wage Rate.

10.4 Shift loading shall not apply to shift work performed on a Saturday or Sunday.

10.5 Where an Employee works shifts for less than five successive days, double the Wage Rate will be payable in lieu of the applicable shift loading.

10.6 All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

**11. Overtime**

All time worked in excess of the ordinary hours, shall be paid at time and a half for the first two hours and double time thereafter (provided that a higher penalty elsewhere in this Document does not apply).

**12. Rostered Day Off**

12.1 Ordinary working hours will be scheduled in a 10-day cycle, Monday to Friday inclusive, with 8 ordinary working hours worked for each of 9 days and with 0.8 of an hour on each of those days accruing toward the tenth day, which will be known as the rostered day off (RDO).

12.2 26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in accordance with the building industry calendar published annually. Of these RDO`s 13 will be designated as Industry RDO`s, the other 13 will be designated as Project RDO`s, as per the industry calendar. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive projects.

12.3 Payment for RDOs will include an entitlement to the daily fares and travel allowance.

12.4 Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.

12.5 An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.

12.6 Where an Employee has insufficient accruals for an RDO, the Employer may by agreement with the affected Employee, offset any deficiency from the Employee's annual leave entitlement.

12.7 Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:

12.7.1 The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following: jumping cranes, erecting or dismantling jump form, high-risk activity after consultation with the safety committee), or other operational circumstances that require work on that day; and

12.7.2 The Employer must consult with the affected Employee(s); and

12.7.3 Provide affected Employee/s the opportunity to notify the Union using the form provided for in Appendix C, or other chosen representative/s in writing (or email) prior to the RDO that work will be performed.

12.8 The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least 7 calendar days prior to the RDO in question.

12.9 An Employee may refuse to work a RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:

12.9.1 any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

12.9.2 the Employee's personal circumstances including any family responsibilities;

12.9.3 any other relevant matter; and

12.9.4 payment for working a scheduled RDO shall be at Saturday rates of pay, in accordance with the award in addition to the loadings listed above, employees will be provided a day in lieu for each RDO that they are required to work. Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

## Wage Rates

The wage rates compensate for all special skills and/or disabilities and/or special rates, associated with the industry of the Employer prescribed in the Award, except as provided in this Document (rates are given per hour for ordinary hours of work).

For classification structures and level descriptors see Appendix A.

**Construction Worker/Labourer Wage Rates**

| Classification | 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|---|---|---|---|---|---|
| CW1 (85%) | $33.15 | $34.14 | $35.17 | $36.22 | $37.31 |
| CW2 (90%) | $35.10 | $36.15 | $37.24 | $38.36 | $39.51 |
| CW3 (92%) | $35.88 | $36.96 | $38.07 | $39.21 | $40.38 |
| CW4 (96%) | $37.44 | $38.56 | $39.72 | $40.91 | $42.14 |
| CW5 (100%) | $39.00 | $40.17 | $41.38 | $42.62 | $43.89 |
| CW6 (105%) | $40.85 | $42.08 | $43.34 | $44.64 | $45.98 |
| CW7 (110%) | $42.90 | $44.19 | $45.51 | $46.88 | $48.28 |
| CW8 (115%) | $44.85 | $46.20 | $47.58 | $49.01 | $50.48 |

**Electrical Worker Wage Rates**

| Classification | 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|---|---|---|---|---|---|
| Grade 2 (90%) | $35.04 | $36.09 | $37.17 | $38.29 | $39.44 |
| Grade 3 (93%) | $36.31 | $37.40 | $38.52 | $39.68 | $40.87 |
| Grade 4 (96%) | $37.63 | $38.76 | $39.92 | $41.12 | $42.35 |
| Grade 5 (100%) | $39.00 | $40.17 | $41.38 | $42.62 | $43.89 |
| Grade 6 (105%) | $40.95 | $42.18 | $43.44 | $44.75 | $46.09 |
| Grade 7 (110%) | $43.00 | $44.29 | $45.62 | $46.98 | $48.39 |
| Grade 8 (115%) | $45.15 | $46.50 | $47.90 | $49.33 | $50.81 |

**Mechanical Worker Wage Rates**

| Classification | 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|---|---|---|---|---|---|
| MW1 (85%) | $33.15 | $34.14 | $35.17 | $36.22 | $37.31 |
| MW2 (90%) | $35.10 | $36.15 | $37.24 | $38.36 | $39.51 |
| MW3 (100%) | $39.00 | $40.17 | $41.38 | $42.62 | $43.89 |
| MW4 (105%) | $40.85 | $42.08 | $43.34 | $44.64 | $45.98 |
| MW5 (110%) | $42.90 | $44.19 | $45.51 | $46.88 | $48.28 |
| MW6 (115%) | $44.85 | $46.20 | $47.58 | $49.01 | $50.48 |

**Plumbing and Mechanical Services Wage Rates**

| Classification | 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|---|---|---|---|---|---|
| Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (55%) | $21.45 | $22.09 | $22.76 | $23.44 | $24.14 |
| Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (75%) | $29.25 | $30.13 | $31.03 | $31.96 | $32.92 |
| Plumbing and Mechanical Services Worker Level 3 (100%) | $39.00 | $40.17 | $41.38 | $42.62 | $43.89 |
| Plumbing and Mechanical Services Tradesperson Level 1 (100%) | $39.00 | $40.17 | $41.38 | $42.62 | $43.89 |
| Plumbing and Mechanical Services Tradesperson Level 2 (105.2%) | $40.95 | $42.18 | $43.44 | $44.75 | $46.09 |
| Plumbing and Mechanical Services – Special Class Level 1 (110%) | $42.90 | $44.19 | $45.51 | $46.88 | $48.28 |
| Plumbing and Mechanical Services – Special Class Level 2 (115%) | $44.85 | $46.20 | $47.58 | $49.01 | $50.48 |
| Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%) | $46.80 | $48.20 | $49.65 | $51.14 | $52.67 |
| Advanced Plumbing and Mechanical Services Tradesperson Level 2 (125%) | $48.75 | $50.21 | $51.72 | $53.27 | $54.87 |

**Fire Sprinkler Wage Rates**

| Classification | 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|---|---|---|---|---|---|
| Sprinkler Fitter Assistant (86.29%) | $33.70 | $34.71 | $35.75 | $36.82 | $37.93 |
| Sprinkler Fitting Tradesperson Level 2 (105%) | $40.95 | $42.18 | $43.44 | $44.75 | $46.09 |
| Sprinkler Fitting Tradesperson – Special Class Level 1 (110%) | $42.90 | $44.19 | $45.51 | $46.88 | $48.28 |
| Sprinkler Fitting Tradesperson – Special Class Level 2 (115%) | $44.85 | $46.20 | $47.58 | $49.01 | $50.48 |

| | | | | | |
|---|---|---|---|---|---|
| Advanced Sprinkler Fitting Tradesperson – Level 1 | $46.80 | $48.20 | $49.65 | $51.14 | $52.67 |
| Advanced Sprinkler Fitting Tradesperson – Level 2 | $48.75 | $50.21 | $51.72 | $53.27 | $54.87 |

**Roofing Wage Rates**

| Classification | **1 July 2020** | **1 July 2021** | **1 July 2022** | **1 July 2023** | **1 July 2024** |
|---|---|---|---|---|---|
| Roof Plumber (1st 12 months of employment only) (75%) | $29.25 | $30.13 | $31.03 | $31.96 | $32.92 |
| Roof Plumber (80% competent to trade level) (80%) | $31.20 | $32.14 | $33.10 | $34.09 | $35.12 |
| Roof Plumber (fully competent to trade level) (100%) | $39.00 | $40.17 | $41.38 | $42.62 | $43.89 |
| Roof Plumber (possessing relevant Certificate III trade qual) (105.2%) | $40.95 | $42.18 | $43.44 | $44.75 | $46.09 |

**13. Apprentices and Trainees**

13.1. Apprentices/Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this Document.

13.2. For clarification, in addition to the applicable rates of pay, Trainees are entitled to receive full daily travel, redundancy contributions, superannuation, welfare fund contributions and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices. Payments will be made into funds nominated in the definitions of this document.

13.3. Training arrangements for Apprentices/Trainees shall be as provided in *QIRC Order (No.B585 of 2003) Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*.

13.4. Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.

13.5. The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.

13.6. During the first year of an Apprenticeship, tools to the minimum retail value of $600.00 shall be supplied by the Employer within a period of three months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.

13.7. During the second and subsequent years (or part of a year) of apprenticeship tools to the retail value of $600.00 shall be supplied by the Employer within a period of three months from the commencement date of each such year (or part of a year) of the indentured Apprenticeship.

13.8. Where an Apprentice has entered a Competency Based Training document, the provision of tools will be on the following basis:

(a) during the term of Apprenticeship, an Employer shall, in respect of each level of the Apprenticeship program, supply the Apprentice with tools of trade, to a minimum retail value of $600.00;

(b) the supply of tools of trade for each level of the program shall be linked to the successful achievement of competencies or, where appropriate, the demonstration of approved levels of progression towards the achievement of competencies as prescribed by the relevant National Training Package or in the relevant Award;

(c) supply of tools will occur no later than three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment, whichever first occurs, and no later than three (3) months into subsequent levels of the Apprenticeship;

(d) apprentices employed under part-time or school-based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in clause 13.6 and clause 13.7 above.

13.9. Apprentice Training

The Employer recognises that in order to increase the efficiency and productivity of the Employer, a significant commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship system to the construction industry. Therefore, the Parties agree:

(a) if the Employer employs seven (7) or more tradespeople in any one classification it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme;

(b) the Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavour to maintain at least one apprentice to every seven (7) tradespeople; and

(c) if the Employer does not currently have an apprentice as provided for in paragraph (a) above, reasonable time shall be allowed to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

**Apprentice Wage Rates (Construction, Electrical and Plumbing Trades)**

| Level | **% of Base Trade Rate** | **1 July 2020** | **1 July 2021** | **1 July 2022** | **1 July 2023** | **1 July 2024** |
|---|---|---|---|---|---|---|
| Stage 1 | 55% | $21.45 | $22.09 | $22.76 | $23.44 | $24.14 |
| Stage 2 | 65% | $25.35 | $26.11 | $26.89 | $27.70 | $28.53 |
| Stage 3 | 80% | $31.20 | $32.14 | $33.10 | $34.09 | $35.12 |
| Stage 4 | 90% | $35.10 | $36.15 | $37.24 | $38.35 | $39.51 |

## Employer Contributions and Allowances

### 14. Superannuation

14.1. The Employer shall pay superannuation in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time but shall be no less than 9.5% of ordinary time earnings into an eligible fund as defined in this Document.

14.2. The Employer shall pay superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended from time to time. Superannuation for employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

The Employer will contribute on behalf of each Employee the following amount of ordinary time earnings:

14.2.1 9.5% - effective first full pay period July 2020;

14.2.2 10% - effective first full pay period July 2021;

14.2.3 10.5% - effective first full pay period July 2022; and

14.2.4 11% - effective first full pay period July 2023.

**15. Redundancy Contributions**

15.1. The Employer will meet all of the liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment pursuant to the terms of the Employee's Redundancy fund (as defined in this Document) an amount equal to the following:

(a) $73.00 per Employee effective first pay period January 2020;

(b) $77.00 per Employee effective first pay period January 2021; and

(c) $81.00 per Employee effective first pay period January 2022.

15.2. In the case of contributions made to employees who have either a CERT or BERT redundancy account, the Employer must also contribute the amounts prescribed below. In the case of CFMEU and CEPU Members the payment is to be made to BEWT and in the case of ETU Members payment is to be made to JetCo an amount equal to the following:

(a) $10.00 per Employee effective first pay period January 2020;

(b) $10.00 per Employee effective first pay period January 2021; and

(c) $10.00 per Employee effective first pay period January 2022.

15.3. Apprentice contributions shall be calculated using the following percentage of the trade rate:

(a) 1st stage – 50%;

(b) 2nd stage – 60%;

(c) 3rd stage – 75%; and

(d) 4th stage – 90%.

15.4. Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming workers' compensation for a maximum period of 12 months.

15.5. Where the Employee's balance in the Employee's Redundancy fund reaches $15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund. It is the Employee's option only. Where an Employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.

15.6. Contributions to the Employee's Redundancy fund must be made, at a minimum, on a monthly basis. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.

**16. Training Contributions**

16.1 JetCo Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and employee engagement particularly by enabling future orientated skills and competencies development. JetCo Inc's core business objectives are:

- increasing Services Trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

16.2 The Employer agrees to support JetCo Inc by contributing for each Employee, including casuals, apprentices and trainees, who is paid under the classifications set out in this Document, the weekly amount of $10.00 per week. Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

Plumbing Trades Training Levy

16.3 STQ is a partnership between the CEPU (as the Plumbers Union Qld) and the Services Trades sectors of: plumbing; air conditioning and mechanical services; and fire protection.

16.4 As represented by their respective employer associations: The Master Plumbers Association Queensland; the National Fire Industry Association Queensland; and Air Conditioning and Mechanical Contractors Association Queensland.

16.5 STQ's purpose is to advance the services trades sector through enabling innovative, needs-based, leading edge solutions to training, industry leadership development, workplace health and safety, and Employee engagement particularly by enabling future orientated skills and competencies development.

16.6 STQ's core business objectives are:

- increasing Services Trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

16.7 The Employer agrees to support STQ by contributing $30.00 weekly for each Employee engaged under a Plumbing, Mechanical Plumbing, Sprinkler Fitting or Pipe Trade classification, including casuals, apprentices and trainees, who is paid in accordance with this document under the classifications set out in this document.

16.8 To avoid all doubt, this amount is paid in addition to all payments set out in this Document.

16.9 Contributions will continue to be paid on behalf of an Employee during any absence of authorised leave, and during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).

16.10 Contributions shall be calculated on a weekly basis and paid monthly into the STQ Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.

**17. Allowances**

17.1 Fares and Travel Allowance

All employees shall be entitled to receive the fares and travel allowance in accordance with the relevant Award. The travel allowance shall be paid at the rates provided in the allowance table below.

Apprentices shall receive the following percentage of the amount:

i. 1st Stage – 75%;

ii. 2nd Stage – 85%;

iii. 3rd Stage – 90%; and

iv. 4th Stage – 95%

17.2 Leading Hand Allowance

A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/or supervising the work of one or more other persons. A person specifically appointed to be a

leading hand, will be paid for all purposes, the leading hand allowance appropriate for the number of persons in the Employee's charge. Additionally, a leading hand will be paid at the hourly rate of the highest classification supervised or the Employee's own hourly rate, whichever is the highest. Leading Hand allowance shall be paid at the rates provided in the table below.

17.3 Power Tools

Where an Employee is specifically required to supply their own power tools (maximum of three commercial quality power tools plus a lead) by the Employer, the Employer will be responsible for all consumables and tagging and will replace all stolen tools if in an Employer lock up. Where the Employer requires the Employee to lend a power tool to another Employee, the Employer is deemed to have taken ownership of the tool and will replace the tool with a new tool of the same brand and model or an agreed alternative. Power tools allowance shall be paid at the rates provided in the table below.

17.4 Tradesperson Allowance

An Employee engaged as a Tradesperson (as defined in the classifications of this Document, who possesses as a minimum qualification a trade certificate will receive an allowance. This allowance will be classified as all-purpose and is inclusive of a tool allowance. The tradesperson allowance shall be paid at the rates provided in the table below.

17.5 Electrician Licence Allowance

17.5.1 Where an Employee is engaged and is working as an Electrical Tradesperson (as defined in the classifications of this Document), and where the Employee is required to hold an appropriate electrician's license, the Employee will receive an allowance. The Electrician Licence allowance shall be paid at the rates provided in the table below.

17.5.2 For the purpose of this allowance, an appropriate Electrician's License will be a QLD Electrician's License, or authorised license recognition from the QLD Department of Fair Trading.

17.6 Qualified Technical Person Allowance

17.6.1 Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an electrical contracting company.

17.6.2 The QTP who is required to fulfil the role of endorsee to the electrical contracting company and sign the appropriate paperwork, will be paid the weekly all-purpose allowance, detailed in the table below.

17.6.3 The Employer will support the QTP in meeting their obligations under the *Electrical Safety Act.* The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

Statutory Authorities Allowance

17.7 Any employee engaged in a plumbing, mechanical plumbing, sprinkler fitting or pipe trade classification, who is required to act on a licence issued by an appropriate state authority, will be paid an additional amount per week, detailed in the table below, for each week of their employment, regardless of whether or not they have in fact acted on such licence(s) during that particular week. 'Acting on one's licence' means signing notices and assuming responsibility to relevant authorities. The Employer will commence paying this allowance as soon as the Employee begins performing work which they are authorised by their license(s) to perform.

17.8 Plumbing, Fire and Pipe Trades Licence Allowance

(a) This allowance applies to employees within the classifications set out in this Document.

(b) An employee who is required to act on their Plumbing, mechanical, gasfitting or Sprinkler Fitters Licence(s) issued by the appropriate state authority will receive an allowance of $1.90 per hour. This licence will be classified as all-purpose.

(c) This allowance shall be paid for each day of employment whether they have in fact acted on the allowance.

17.9 Welding Allowances

Mechanical tradespersons required to perform welding work that is tested shall be paid the allowances detailed in the table below. The allowances shall be paid for all purposes.

17.9.1 Welder tested: A person who, because of the requirements of the employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP.

17.9.2 Welder Special Class: A person who has passed the tests required either prior to or after commencing employment, to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

17.9.3 Welder Special Class – Exotic Materials: A person who has passed the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

17.9.3.1 Stainless Steel (304, 310, 316 and 904 grade)

17.9.3.2 Aluminium

17.9.3.3 Chrome Molybdenum

17.9.3.4 Nine per cent (9%) Ni Steel

17.9.3.5 A333 Grade 6

17.9.4 Testing for the work associated with these allowances may be required prior to employment and during employment, to ensure that qualifications are relevant and up to date.

17.10 Certificate Allowance

An employee who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person is entitled to a certificate allowance. This allowance shall be paid the allowances detailed in the table below.

17.11 Living Away from Home Allowance

17.11.1 Where an Employee is engaged on distant work, the Employer will supply the provision of reasonable board and lodgings, at no cost to the Employee.

17.11.2 Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

17.11.3 Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

17.11.4 Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided.

17.11.5 Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

17.11.6 An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:

i. any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

ii. the Employee's personal circumstances including any family responsibilities;

iii. the needs of the workplace or enterprise;

iv. the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and

v. any other relevant matter.

17.11.7 All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

17.11.8 The living away from home allowance (per night) shall be paid at the rates provided for in the allowance table.

17.12 Engagement of More than One Mobile Crane

17.12.1 Where more than one mobile crane is engaged on any single lift the following additional payments shall be made:

17.12.1.1 Where two mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- From 1/7/2020 - $ 4.34.
- From 1/7/2021 - $ 4.51.
- From 1/7/2022 - $ 4.69.

17.12.1.2 Where three mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- From 1/7/2020 - $ 8.34.
- From 1/7/2021 - $ 8.67.
- From 1/7/2022 - $ 9.02.

17.12.1.3 Where four mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- From 1/7/2020 - $ 12.82.
- From 1/7/2021 - $ 13.33.
- From 1/7/2022 - $ 13.86.

17.12.1.4 Where more than four mobile cranes are engaged the crane crew shall be paid at the following additional amount per lift:

- From 1/7/2020 - $ 16.94.
- From 1/7/2021 - $ 17.62.
- From 1/7/2022 - $ 18.32.

**Table of Allowances**

| Allowance | 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 | 1 July 2024 |
|---|---|---|---|---|---|
| Daily Fares and Travelling Allowance | $35.00 | $36.05 | $37.13 | $38.25 | $39.39 |
| Travelling outside radial areas (per Km) | $0.80 | $0.82 | $0.84 | $0.87 | $0.90 |
| Living Away from Home Allowance (per day) | $77.60 | $79.93 | $82.33 | $84.80 | $87.35 |
| Leading Hand Allowance (hour) | | | | | |
| In charge of not more than 1 person | $0.76 | $0.78 | $0.80 | $0.82 | $0.85 |
| In charge of 2-5 persons | $1.65 | $1.70 | $1.75 | $1.80 | $1.90 |
| In charge of 6-10 persons | $2.10 | $2.16 | $2.22 | $2.29 | $2.35 |
| In charge of 11 plus persons | $2.79 | $2.88 | $2.97 | $3.06 | $3.15 |
| First Aid Allowance | | | | | |
| Senior First Aid | $4.15 | $4.27 | $4.40 | $4.53 | $4.67 |
| Occupational First Aid | $6.55 | $6.75 | $6.95 | $7.16 | $7.37 |
| Meal Allowance | $21.36 | $22.00 | $22.66 | $23.34 | $24.04 |
| Tradesperson Allowance (hour) | $3.28 | $3.28 | $3.28 | $3.28 | $3.28 |
| Electricians License (hour) | $1.90 | $1.90 | $1.90 | $1.90 | $1.90 |
| Certificate allowance (hour) | $0.99 | $0.99 | $0.99 | $0.99 | $0.99 |
| JETCO (week) | $10.00 | $10.00 | $10.00 | $10.00 | $10.00 |
| Power Tools | $0.99 | $1.02 | $1.05 | $1.08 | $1.11 |
| Plumbing, Fire and Pipe Trade Licence Allowance (hour) | $1.90 | $1.90 | $1.90 | $1.90 | $1.90 |
| Statutory Authorities (week) | $49.08 | $49.08 | $49.08 | $49.08 | $49.08 |
| STQ (week) | $30.00 | $30.00 | $30.00 | $30.00 | $30.00 |

| Lift Industry Allowances | | | | | |
|---|---|---|---|---|---|
| **All-purpose Leading Hand Allowance (hour)** | | | | | |
| Less than 5 employees | $2.45 | $2.52 | $2.60 | $2.68 | $2.76 |
| More than 6 – less than 10 | $3.05 | $3.14 | $3.24 | $3.33 | $3.43 |
| More than 10 | $3.67 | $3.78 | $3.89 | $4.01 | $4.13 |
| **Electrical Employees Allowance** | | | | | |
| Qualified Technical Person Allowance | $262.50 | $270.38 | $278.49 | $286.84 | $295.45 |
| **Mechanical Employees Allowances (hour)** | | | | | |
| Welder - tested | $1.42 | $1.48 | $1.52 | $1.57 | $1.62 |
| Welder - Special Class | $2.48 | $2.55 | $2.63 | $2.71 | $2.79 |
| Welder – Special class Exotic materials | $4.35 | $4.48 | $4.61 | $4.75 | $4.90 |

**Health and Safety Representative**

Where an employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CE4/EW4 (as the context requires), or the Employee's usual classification. In addition, an HSR is entitled to an all-purpose hourly allowance of:

| 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 |
|---|---|---|---|
| $2.51 | $2.59 | $2.66 | $2.74 |

**Union Delegate**

Where an employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4/EW4 (as the context requires), or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance of:

| 1 July 2020 | 1 July 2021 | 1 July 2022 | 1 July 2023 |
|---|---|---|---|
| $2.51 | $2.59 | $2.66 | $2.74 |

For clarity, an Employee is only entitled to one all-purpose hourly allowance. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

## Types of Leave

### 18. Annual Leave

18.1 A full time Employee is entitled to annual leave at the rate of four (4) weeks at the ordinary wage rate for each year of continuous service as consistent with the FW Act. The period of annual leave shall be exclusive of any public holiday that may occur during that period. Part-time Employees are entitled to a pro rata amount of annual leave in accordance with the National Employment Standards (NES).

Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

18.2 In addition to paid annual leave, the Employee will receive an annual leave loading of 17.5%, calculated at the Employee's ordinary rate of pay, exclusive of allowances.

18.3 Annual leave accrues on a weekly basis and accumulated annual leave hours will be credited to an Employee upon the completion of each one (1) week period of service with the Employer.

18.4 The Employer may direct an Employee to take accrued leave.

18.5 Unused annual leave carries forward each year.

18.6 It is recommended that Employees provide at least four weeks' notice of their intention to take annual leave and must ensure that their request for leave has been approved prior to the leave being taken. Annual leave must be taken at a time mutually agreed between the parties and in accordance with operational requirements.

18.7 The Employer may direct Employees to take accrued annual leave during the holiday shutdown period. If an employee does not have sufficient accrued leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued. The shutdown period is generally seven (7) days but the precise number of days will be agreed and communicate to Employees at least one month prior to the shutdown period.

18.8 At the written agreement between the Employer and Employee, annual leave may be taken as a payment in lieu of leave subject to the following;

(a) balance of four (4) weeks leave must be maintained; and

(b) the payment in lieu will be equal to the pay for that period of time as prescribed in subclause 18.9.

18.9 Cashed out annual leave will be paid at the Employee's ordinary rate of pay plus 17.5% annual leave loading, exclusive of allowances.

18.10 Casual Employees do not accrue any annual leave.

### 19. Long Service Leave

19.1. All Employees covered by this Document are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of *Industrial Relations Act 2016 (Qld)* as amended from time to time, or the provisions of the *Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld)*. *Section 95 subsection (4) of the Industrial Relations Act 2016 (Qld)* does not apply to Employees covered by this Document.

### 20. Other Leave

20.1. Permanent Employees shall be entitled to paid personal leave when they are absent from work due to:

(a) personal illness or injury (sick leave);

(b) for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave); or

(c) Bereavement leave.

20.2. Personal leave shall accrue as follows:

(a) Three days in the first month and then one additional day at the beginning of each of the next nine-calendar months will be available in the first year of employment;

(b) 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement; and

(c) All unused personal leave is cumulative.

20.3. If required by the Employer, when an Employee is absent for more than two-consecutive days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

20.4. Unpaid carer's leave will be in accordance with the NES.

20.5. Parental Leave will be in accordance with the FW Act.

**21. Family Violence Leave**

21.1. For the purposes of this clause, family violence is behaviour by a person towards a family member of that person if that behaviour:

(a) is physically or sexually abusive;

(b) Is emotionally or psychologically abusive;

(c) is economically abusive;

(d) is threatening;

(e) is coercive;

(f) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or

(g) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to above.

21.2. For the purposes of this clause, a "family member", in relation to a person (a "relevant person"), means:

(a) a person who is, or has been, the relevant person's spouse or domestic partner;

(b) a person who has, or has had, an intimate personal relationship with the relevant person;

(c) a person who is, or has been, a relative of the relevant person;

(d) a child who normally or regularly resides with the relevant person or has previously resided with the relevant person on a normal or regular basis; or

(e) a child of a person who has, or has had, an intimate personal relationship with the relevant person.

21.3. For the purposes of clauses 21.2(b) and 21.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

21.4. Confidentiality

The Employer must take all reasonable measures to ensure personal information concerning an Employee's experience of family violence is kept confidential.

21.5. Leave

(a) An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Document applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

(b) Family violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

(c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

(d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

(e) For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

For clarity, unpaid family and domestic violence leave is available in accordance with the Awards.

## Ending Employment and Other Matters Relating to Employment

### 22. Termination of Employment

22.1. Employment may be terminated by the Employer due to performance/general misconduct, serious and wilful misconduct, or Redundancy.

22.2. Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their employee representative or any other person or persons of his or her choice, present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the employee representative or any other party to this Document.

22.3. Step 1 – First Written Warning

(a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:

i. The issues of concern; and

ii. The standards of improvement required.

(b) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct.

22.4. Step 2 – Final Written Warning

(a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct.

If appropriate the Employer will then issue a final written warning detailing:

i. The issues of concern; and

ii. The standards of improvement required; and

iii. That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

(b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

22.5. Step 3 – Dismissal

If after receiving a final warning, the Employee repeats the same conduct within a period of 6 months, then the Employee may be dismissed. A written notice of dismissal will be provided to the Employee by the Employer outlining the reasons for the dismissal.

22.6. The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.

22.7. The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job.

22.8. The Employer shall pay each dismissed Employee for any public holiday that occurs in the period of annual leave that would have been payable had the Employee commenced annual leave on the date of termination. Where the Employee's leave balance would not include public holidays occurring within the 10 working days (excluding weekends) following termination, the Employee shall receive payment for these days.

22.9. In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, employee representative, or a HSR, a five-day mandatory consultation period shall be initiated by the Employer with the Union prior to any final decision on transfer or termination being made. The affected Employee will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

**23. Time and Wages Records**

23.1. Particulars of details of payment to each Employee must be included on the envelope including the payment or in a statement handed to the Employee at the time payment is made and will contain the following information:

(a) name of Employer;
(b) name of Employee;
(c) employee’s classification;
(d) date of payment and period covered by wage statement;
(e) details of the number of ordinary hours worked;
(f) details of the number of overtime hours worked;
(g) the ordinary hourly rate and amount paid at that rate;
(h) the overtime hourly rates and the amounts paid at that rate;
(i) the gross wages paid;
(j) the net wages paid;
(k) details of any deductions made from wages;
(l) details of all accrued entitlements such as RDOs, personal leave, annual leave etc.; and

(m) details of the Employer Superannuation contribution, including when the contribution was made and the amount details of the Employee contribution, including when contribution was made and the amount.

23.2. In addition, the Employer must also maintain the following time and wage records:

(a) the Employee's date of birth;

(b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;

(c) the Employee's tax file number;

(d) the Employee's Superannuation Membership number;

(e) daily details of work including;

i. Daily start time and finish time;

ii. Time lunch and crib breaks taken;

iii. Total ordinary hours worked and resulting wage;

iv. Total time and a half hour worked and resulting wage;

v. Total double time hours worked and resulting wage;

(f) details of allowances paid;

(g) details and payment for RDOs, Personal and annual leave, public holidays;

(h) details of deductions;

(i) details of additions;

(j) total gross allowances paid per week and year to date;

(k) total gross wages paid per week and year to date;

(l) tax deducted from wages per week and year to date;

(m) net wages per week and year to date;

(n) RDO's, sick and annual leave accrued per week and year to date; and

(o) Superannuation and Redundancy contributions paid per week and year to date.

**24. Sham Contracting**

24.1. Sham contracting occurs when an Employer engages an individual to perform work under a contract for services where the true character of the engagement or proposed engagement is that of employment.

24.2. The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Document. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Document. The Employer 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 employer, 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.

24.3. The Employer 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/fixed 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 Document.

24.4. The Employer 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 sub clause. Nothing in this sub clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth)*.

24.5. Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Document, the calculation for back pay will be calculated on the basis of the difference between what they were paid under sham contract arrangement and:

(a) 175% of the applicable rate; plus

(b) The site allowance (if applicable); plus

(c) The multi-storey allowance (if applicable); plus

(d) Contributions to the nominated Superannuation fund and redundancy contribution fund.

**25. Security of Payments**

25.1. The Employer recognises that the under, non or late payment of building industry participants for services rendered can affect the entitlements of workers and the security of their employment.

25.2. The Employer acknowledges its obligations under the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*.

25.3. The Employer will not engage in illegal or fraudulent phoenix activities for the purpose of avoiding any payment due to another building contractor or building industry participant or other creditor.

25.4. The Employer will:

(a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors;

(b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements including the Code and are not unreasonably withheld;

(c) have a documented dispute settlement process in accordance with all applicable legislative requirements including the Code that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and

(d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

25.5. The Employer will keep records demonstrating its compliance with clause 25.4 above. The Employer will, within 7 days of receiving a written request from an Employee who has a reasonable belief of a non-compliance with clause 25.4 above, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth).*

**26. Salary Sacrifice Arrangements**

26.1. Employees covered by this Document will have access to salary sacrifice arrangements in addition to the compulsory arrangement detailed above. The requirements of any such arrangements shall ensure that:

(a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

(b) The Employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering

into such an arrangement.

(c) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under the Document.

**27. Engagement of Non-Citizens or Non-Residents**

27.1. In this clause the term temporary engagement of non-citizens or non-residents means a person that is not an Australian citizen or Australian permanent resident (within the meaning of the *Migration Act 1958 (Cth)* who is employed or engaged to undertake building work by the Employer.

27.2. The Employer recognises that the engagement of temporary non-citizens or non-residents may undermine the job security of the Employees covered by this Document. The parties wish to limit the circumstances in which non-citizens or non-residents can be engaged so as to ensure the job security of the Employees covered by this Document.

27.3. The Employer will not engage temporary non-citizens or non-residents unless:

(a) the position is first advertised in Australia; and

(b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the *Migration Act 1958 (Cth)* would be likely to be informed about the position; and

(c) any skills or experience requirements set out in the advertising were appropriate to the position; and

(d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job;

(e) temporary non-citizens or non-residents will be engaged in accordance with this Document.

27.4. The Employer will, within 7 days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 27 of this Document. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth).*

Where an employer engages temporary non-citizens or non-residents in breach of this clause, the position shall, as soon as practicable, be re-advertised and filled by the employer strictly in accordance with this clause.

**28. Compliance with this Document**

28.1. Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Document shall be raised and resolved in accordance with the disputes procedure in this Document. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Authorised industrial inspectors or permit holders shall be provided access to time and wages records in accordance with the FW Act.

28.2. In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.

28.3. The Employer will conduct an audit using the Audit Form to confirm compliance with:

(a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation;

(b) Legislative requirements such as:

i. *the Fair Work Act 2009;*
ii. QLD Workers Compensation;
iii. Superannuation; and
iv. Long Service Leave.

28.4. This audit will be conducted annually and/or when there is a request by an Employee that there is a reasonable suspicion of non-compliance. The audit will be undertaken in accordance with ISO9001-2008 by an auditing company agreed between the Employer and the majority of Employees. A copy of the audit record will be provided to all Employees, and any representative nominated by the Employee.

**29. Positing of Documents and Notices**

29.1. A true copy of this Document shall be exhibited in a conspicuous and convenient place on the premises of the Employer and on every Employee's worksite so as to be easily read by Employees.

**30. Severability**

It is the intention of those covered by this Document that the Document contains only permitted matters under the FW Act. The severance of any term of this Document that is, in whole or in part, of no effect by virtue of the operation of section 253 of the FW Act shall not be taken to affect the binding force and effect of the remainder of the Document. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

# Safe Workplace Standards

## Hot Weather Guidelines, Toolbox Meetings, Quality Building Materials

### 1. Hot Weather Guidelines

1.1 Under this Document when air temperature reaches

(a) 35°C; or

(b) 28°C and 75% humidity or more, after three hours from commencement of the shift in South East Queensland it shall constitute inclement weather (Extreme Hot Weather).

This definition will be subject to review in other regions. This clause must be incorporated in the Employer's OHS Procedures for all applicable projects.

1.2 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 1.6 below. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. BOM weather stations used for weather observations shall be the closest to the project and or with similar weather conditions.

1.3 When Extreme Hot Weather is forecasted for the following day, the Employer's Site Manager, WHS Committee and WHS Representatives will consult and determine what actions are to be taken to reduce exposure and modify the workload prior to the Extreme Hot Weather, which may include:

(a) rescheduling work so the hot tasks are performed during the cooler part of the day;

(b) where possible, reducing the time spent doing hot tasks (for example, by job rotation);

(c) where possible, arranging for more workers to do the job;

(d) providing extra rest breaks in a cool area;

(e) providing cool drinking water and ice (machines) near the work site;

(f) increasing air movement by fans or coolers;

(g) installing shade cloth to reduce radiant heat from the sun; and

(h) consideration should be given to working an eight-hour day.

1.4 Once the temperature reaches Extreme Hot Weather, the following process will be followed:

(a) where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 1.8 below.

(b) where the temperature is 28°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 1.5 below.

1.5 If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas. Employees unable to work elsewhere may be transferred to these areas if work is available. Employees may walk a reasonable distance through the open to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that there is no reasonable concern for an Employee undertaking the work of an imminent risk to their health or safety.

1.6 Extreme Hot Weather shall be measured on site by a temperature gauge and/or BOM weather station (if close proximity to project with similar climatic conditions) compliant to Australian Standards and shall be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb Globe Temperature index will be an acceptable method of measuring extreme high temperature.

**2. Toolbox Meetings**

2.1. At least one toolbox meeting will be convened by the Employer per site, each month to facilitate and foster communication and consultation. Items to be discussed at each meeting may include; programming of site work, site issues, work health and safety, job design, productivity issues, management policies, Document compliance, wages and conditions, compliance with statutory obligations and any other relevant issue raised. Notice of the meeting will be given at least one (1) week prior to the scheduled date.

**3. Quality Building Materials**

3.1. The Parties recognise the complex issue of non-conforming building products (NCBPs). NCBPs are building products about which false claims have been made as to their quality and purpose or do not meet required standards for their intended use. A building product is non-conforming if, in association with a building, the product:

(a) is not, or will not be, safe;

(b) does not, or will not, comply with relevant regulatory provisions; or

(c) does not perform, or is not capable of performing, for the use to the standard represented.

The Parties recognise that domestically sourced and manufactured conforming building products are less likely to create the above conditions and accordingly wish to maximise the use of domestically sourced and manufactured building materials by the Employer.

3.2. The Employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.

3.3. In order to maintain compliance with the Code, and in line with other regulatory requirements, the Employer will maintain records in accordance with relevant legislation.

3.4. The Employer 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 clause 3.3 above.

## Impairment Policy

### 1. Principles

1.1. The health, wellbeing and safety of employees are of paramount importance to the employer, employees and their Unions. This policy is part of a broad work, health and safety (WHS) program to secure the highest level of health and safety in the workplace.

1.2. The policy adopts a WHS approach that involves identifying, assessing and controlling all workplace hazards, using the hierarchy of control, and then reviewing these controls to ensure ongoing improvements.

1.3. The focus of this policy is on the WHS risks associated with impairment and should be read in conjunction with other company policies concerning health and safety, particularly in relation to fatigue management, risk management and safe systems of work.

1.4. This policy has been compiled in a manner that is non-punitive and supportive of employees. This policy shall not be used in a discriminatory manner. Anti-Discrimination Law protects against discrimination on the basis of addiction and may also protect against discrimination on the basis of impairments caused by drug and alcohol addiction or use.

1.5. The policy and procedures adopt a peer-based intervention approach based on fairness and equity for all employees.

### 2. Scope

2.1. This policy will apply to all employees (including managers and supervisors), contractors and labour hire staff. The policy applies to these groups at all times when they are engaged in company business, whether on or off site and when driving company vehicles.

### 3. Structure

The Impairment Policy is categorised in order with the intended implementation:

3.1. Training & Awareness

(a) (Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:

i. Workplace Impairment Training (WIT) - all workers onsite will do this training;

ii. Preliminary Impairment Assessment (PIA) - HSRs, delegates and the PC's safety staff will undertake this training.

3.2. Testing

Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.

3.3. Support Services

Rehabilitation, counselling and Employee Assistance Programs. Support is strictly non- punitive and can be accessed at any time (self-identification of the need for help is strongly encouraged).

### 4. Objectives

4.1. The objectives of this policy are as follows:

(a) To provide a safe and healthy working environment for all workers;

(b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;

(c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;

(d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;

(e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;

(f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;

(g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

## 5. Responsibilities

5.1. The employer shall:

(a) Provide a work environment that is safe and without risks to health and safety;

(b) Provide information about the testing requirements to all existing employees, contractors and labour hire staff and to all new staff at the point of induction;

(c) Ensure that this policy is implemented fairly and equitably across all sections of the workforce;

(d) Comply with the four policy implementation steps outlined below;

(e) Have adequate resources (e.g., a room that allows for confidential impairment assessments to be discussed, if necessary, suitable transport to safely remove impaired employees from the workplace to be able to meet the objectives of this policy.

5.2. Employees shall:

(a) Co-operate reasonably with the employer in the implementation of this policy;

(b) If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others, they should inform their employer and their relevant Preliminary Impairment Assessor (PIA) of this belief;

(c) Not possess, consume, or be under the influence of, alcohol or other drugs while working;

(d) Ensure that they do not work, if they believe that they may be impaired;

(e) Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;

(f) Inform their employer and their Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

## 6. Policy Implementation Will Involve the Following Steps

6.1. PC/Employer and Union shall agree on a policy start date.

6.2. Engagement of an agreed training and rehabilitation/treatment service providers.

6.3. Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA). Ongoing promotion of this policy.

6.4. A purpose of the policy and procedure is to provide protocols and procedures for workplace alcohol and other drug testing that are evidence-based, consistent with best practice, comply with relevant Australian Standards, and contribute to workplace safety and worker wellbeing.

6.5. The following drug and alcohol testing programs will be adopted:

(a) Self-testing;

(b) Random Shift testing;

(c) For-cause testing;

(d) Post-incident testing;

(e) Reasonable concern testing;

(f) Testing of Minors

6.6. Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

6.7. The employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.

6.8. With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.

6.9. It will also ensure compliance with this policy as follows:

(a) Subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA;

(b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

## 7. Definition of a Worker

7.1. Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:

(a) an employee (either salaried or wages);

(b) a contractor or subcontractor;

(c) an employee of a contractor or subcontractor;

(d) an employee of a labour hire company;

(e) an apprentice or trainee;

(f) a student gaining work experience;

(g) an outworker;

(h) a volunteer;

(i) a visitor to a workplace.

## 8. Training

8.1. The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.

8.2. In addition to the below training course outlines, principal contractors will be required to develop a site-specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.

8.3. The below requirements will be audited on an annual basis. Requirements for an approved training provider:

(a) Must have previous experience delivering Workplace Impairment Training;

(b) Must consult with professional organisations to develop all training courses;

(c) Must be able to demonstrate a continuous improvement plan for each training course.

8.4. Trainers must have the following qualifications:

(a) Cert IV in WHS;

(b) Cert IV in Training and Assessing (TAE);

(c) Nationally Accredited Course in On-Site Drug and Alcohol Testing;

8.5. All training must be delivered Face to Face (F2F).

8.6. Workplace Impairment Training (WIT)

(a) WIT course must be a minimum of (2) hours in length and must cover the following topics:

i. Australian Workplace Health and Safety construction statistics;

ii. Overview of the Workplace Health and Safety Act, state specific;

iii. Mental Health - discussing at length stress, anxiety and depression;

iv. Fatigue - overview of causes and coping mechanisms;

v. Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;

vi. Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;

vii. Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;

viii. Harm related to drug and alcohol use;

ix. Understanding what a standard drink is and how long this will stay in your system;

x. Detection rates for illegal drugs;

xi. Administering self-alcohol and drug tests;

xii. Information about EAP and the services they offer.

8.7. Preliminary Impairment Assessor (PIA)

(a) PIA training must be a minimum of (4) hours in length and must cover the following topics:

i. Understanding the signs of impairment;

ii. Conflict resolution;

iii. Skills to conduct an impairment Assessment;

iv. Overview of what a PIA is;

v. What are possible impairment factors;

vi. Causes and symptoms of impairment;

vii. Investigative skills.

(b) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:

i. the training session will not interfere with workers wanting to use the room for smoko or lunch; or

ii. the training session will not be interfered with by workers wanting to use the room in general.

8.8. No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

## 9. Testing Methods

9.1. Alcohol Testing Method

Alcohol testing must only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

9.2. Drug Testing Method

(a) Drug testing may only be performed by oral fluid testing;

(b) The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

(c) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;

(d) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

9.3. As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:

(a) Alcohol;

(b) Opiates;

(c) THC;

(d) Cocaine;

(e) Benzodiazepines;

(f) Amphetamine; and

(g) Methamphetamine

**10. Testing Provider**

10.1. Must be NATA Accredited.

10.2. Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

10.3. Must be agreed upon by the PC/Employer and the Union.

10.4. Minimum standards that the testing company must meet are as follows:

(a) competent and trained staff;

(b) appropriate equipment and instruments;

(c) proper management and storage of test kits and reagents;

(d) secure and controlled storage and management of samples;

(e) comprehensive record keeping; and

(f) clear and precise reporting.

10.5. Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

**11. Room Requirements**

11.1. Each workplace shall have a room nominated for use to undertake drug and alcohol testing consistent with this procedure. This room will not normally be the first aid room at a workplace unless a workplace has multiple first aid rooms and the use of a first aid room for the purpose of drug and alcohol testing will not affect the ability of the workplace to respond to a first aid incident.

11.2. The room selected for use must so far as reasonably practicable:

(a) Provide privacy for the Worker being tested including but not limited to:

i. Have a closing door;

ii. Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;

iii. Not allow conversations to be casually overheard by other workers;

(b) Be clean and hygienic;

(c) Be free from interruption whilst testing is being undertaken;

(d) Include discrete entry and exit.

**12. Testing Requirements**

12.1. On workplaces where the value of the Commonwealth's contribution to the project that includes the building work is at least $5,000,000, and represents at least 50% of the total construction project value or the Commonwealth's contribution to the project that includes the building work is at least $10,000,000 (irrespective of its proportion of the total construction project value) the following minimum testing requirements must be adhered to.

12.2. Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

12.3. Drugs; As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

(a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;

(b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

(c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;

(d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

| Workers | Criteria | Action |
|---|---|---|
| Less than 30 workers at a workplace | Confirmed positive results in 2 consecutive tests at the same workplace | Testing of 20% of workforce |
| 30-100 workers at a workplace | Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 10 workers |
| Greater than 100 workers | Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace | Testing of 20 workers |

12.4. The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

12.5. Other Jobs

On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites i.e. blanket alcohol and code requirements for drug testing.

**13. Prescribed Medications**

13.1. Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Authorised Testing Agent prior to undergoing any requested test.

13.2. If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.

13.3. Workers who record a Non-Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.

13.4. If that confirmatory result is a Positive Result Confirmatory Test, then:

(a) The terms and conditions of the applicable industrial agreement shall be observed in relation to consultation and consequence management action.

13.5. When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action.

13.6. Where a Worker is excluded from the workplace as a result of a Non Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would

normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

(a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;

(b) The level of the medication detected is consistent with therapeutic use;

(c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and

(d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

**14. Special Circumstances for Prescription Medication**

14.1. A Worker participating in a treatment plan for a medical condition, managed by a Registered Medical Practitioner and involving a Prescribed Drug/Only Drug could result in a Non-Negative Result Initial Test if they are selected for Drug and Alcohol testing.

14.2. If in the above circumstance a Non-Negative Result Initial Test occurs, and provided that the Worker has:

(a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and

(b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;

(c) Then the Non-Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.

14.3. Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the prescribed medical practitioner, then a Negative Result shall be recorded, and no results retained.

14.4. Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Registered Medical Practitioner or another drug(s) type is recorded then a positive result confirmatory test shall be recorded.

14.5. Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

**15. Testing Results**

15.1. Alcohol

(a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;

(b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety, the Workers will be directed to remain within the testing vicinity, and they will be re-tested no sooner than 60 minutes after the original test;

(c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;

(d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;

(e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:

i. Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:

ii. Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:

iii. Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;

iv. Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed by applicable road transport legislation and has been determined as not rising for that Worker.

Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).

v. Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements.

vi. Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test, they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

15.2. Drugs

(a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);

(b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;

(c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;

(d) A Confirmatory Test will be required where a Non-Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;

(e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

## 16. Forms of Testing

16.1. Self-Testing

(a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;

(b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;

(c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

16.2. Random Shift Testing

(a) In terms of Random Shift Testing it is in imperative that the PC/Employer and the Union do not know on what day, or at what time the Authorised Testing Agent will conduct the tests;

(b) It is a condition of entry for all Workers at any workplace to comply with any request to participate in random Drug and Alcohol testing as a condition of employment or contract. This means that all Workers attending or seeking to attend a workplace will be eligible for testing;

(c) Testing for Alcohol or other Drugs for Workers shall be mandatory and will be undertaken at any time throughout the Worker's hours of work (including overtime) or at any time whilst at the workplace;

(d) Individual Workers will be selected for drug testing using a simple random selection process. A random draw will be conducted using an Authorised Testing Agent independent software to randomise the selection of Workers for testing;

(e) The random selection process includes the selection of Workers from across the entire workplace subject to the testing;

(f) A Worker selected for testing will be required to present themselves for testing within a reasonable time. Random shift testing shall be conducted in a room which provides for privacy for the selected worker during testing; the requirements for this room are outlined in the Room Requirements section of this policy.

16.3. For Cause Testing

(a) An employer/supervisor may only request an employee to undertake for cause testing if:

i. The employee has been involved in an accident or incident, or had the potential to, cause:

ii. Serious and major damage to mobile plant or property; or

iii. an injury to themselves or other individual(s); or

iv. Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

16.4. Post Incident Testing

(a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

(b) Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.

(c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.

(d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

16.5. Reasonable Concern Testing

(a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:

i. An observable phenomenon occurs, which is:

- the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
- Unusual and/or inexplicable actions by the employee; or
- There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
- The employee has breached safety precautions or procedures.

16.6. Testing of Minors

(a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.

(b) Where a minor is selected for testing and:

i. A letter of consent is held, then the provisions of this procedure shall apply; or

ii. Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high-risk activities or potentially excluded from site until consent is given.

## 17. Refusal to Test

17.1. If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:

(a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;

(b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;

(c) If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow

worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

**18. Disciplinary Action**

18.1. The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.

18.2. First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:

(a) Required to attend the Support as referred to in this Policy;

(b) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(c) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

18.3. Second occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12-month period will be:

(a) Required to re-attend the Support as referred to in this Policy

(b) Required to participate in a rehabilitation program referred to in “Support” in this policy

(c) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(d) Given a verbal warning with a diary entry placed on file; and

(e) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

18.4. A worker who has received three confirmed positive test results for alcohol or drugs which has been detected in a 12-month period may be disciplined under the Employer’s disciplinary processes.

18.5. A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

18.6. No disciplinary action will be taken in respect of positive test results from a self-test.

**19. Support**

19.1. The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

(a) allowing access to any Union support programs; and

(b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

19.2. The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

**20. Self – Declaration**

20.1. Workers will not be disadvantaged for self-disclosure and therefore will be supported through counselling and rehabilitation processes and provided with the Support contained in this policy. In such cases the worker will be permitted to access personal leave in the first instance, then accrued leave, and may return to work when fit for duty.

20.2. The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

**21.** Privacy

21.1. Drug and Alcohol testing results shall remain confidential and will only be used for the purpose of compliance with this Procedure in the manner required by the *Privacy Act 1988 (Cth)*. Any information provided or declared by a Worker regarding:

(a) Prescribed Drug and Pharmacy Only Drug consumed;

(b) Medical conditions or the like;

(c) Their proposed return to the workplace following exclusion by this procedure;

21.2. Will also remain confidential and managed in accordance with the *Privacy Act 1988 (Cth)*. Similarly, where a Worker supplies information regarding the use, sale or supply of Drugs or Alcohol at a workplace, unless the Worker otherwise agrees or as otherwise required by law, the Worker's identity will be kept confidential.

21.3. All Positive Results Confirmatory Test will be maintained on the relevant Worker's personnel records located at the workplace.

21.4. Protections from Worker Deoxyribonucleic Acid (DNA) misuse

21.5. Workers selected for testing shall have their personal DNA protected by:

(a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.

(b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

21.6. These protections will be notified to Workers during training

**22. Consultation**

22.1. If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.

22.2. The attendees shall seek to reach agreement on any proposed amendments.

22.3. No amendments shall be implemented unless agreement is reached by the Employer, the Union and the relevant stakeholders.

22.4. Employment Assistance Program (EAP)

22.5. The Employment Assistance Program (EAP) is an agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job-related problems.

22.6. To have a successful Impairment Policy at the workplace, the Policy must address how those at the workplace, including employees of the principal contractor, subcontractors and their employees and others, will be required to comply with the Impairment Policy.

22.7. The below requirements will be audited on an annual basis of the employer:

(a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;

(b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;

(c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;

(d) Provide support for their workers and their immediate families;

(e) Must be able to provide treatment services which must include the following:

i. General counselling;

ii. Drug and Alcohol counselling;

iii. Drug and Alcohol detoxification services;

iv. Drug and Alcohol rehabilitation services;

v. Case Management services;

vi. Psychology services;

(f) Must have a history of delivering support services to the Building and Construction Industry

(g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

**23. Addendum**

Refer to the National CFMEU Impairment Policy for more information and detail about impairment in the construction industry. The policies and procedures in the national document look at the impairment issues of Mental Health, Injury and Illness, Fatigue, Chemicals, Heat, Cold and Noise, and Alcohol, Illegal Drugs and Legal Drugs and provide the research behind the implementation of this Impairment Policy.

## Procedure for Dealing with Safety Issues or Incidents

### 1. Procedure

1.1. The Employer, the Employees and the Union agree that for the purposes of s. 81 of the WHS Act matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.

1.2. The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:

(a) the Principal Contractor (as defined in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor;

(b) the Employers - the Site Manager or any other person nominated by the Employer(s); and

(c) the Employees - person nominated by the Employee (e.g. Union or other representative).

Collectively referred to as "Nominated Parties"

1.3. The Nominated Parties agree that representatives shall be entitled to:

(a) Inspect any work system, plant, substance, structure or other thing relevant to resolving the issue;

(b) Consult with relevant Employees in relation to resolving the issue;

(c) Consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue;

(d) Inspect and take copies of any document that is directly relevant to resolving the issue; and

(e) Advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

1.4. The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:

i. There is an issue to be resolved; and

ii. The nature and scope of the issue

1.5. As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.

1.6. The Nominated Parties and/or their representatives must have regard to all relevant matters including:

i. the degree and imminent risk to the Employees or other persons affected by the issue;

ii. the number and location of Employees and other persons affected by the issue;

iii. the measures both temporary and permanent that must be implemented to resolve the issue;

iv. who will be responsible for implementing the resolution measures;

v. whether the hazard or risk can be isolated; and

vi. the time that may elapse before the hazard or risk is permanently corrected.

1.7. Once the issue is resolved details of the issue and its resolution must be set out in writing with all Parties and/or their representatives to be satisfied that the document reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

1.8. The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, and/or the Queensland Building and Construction Commission, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

1.9. Direction to cease work

(a) If –

i. an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and

ii. the issue concerns work which involves an immediate threat to the health and safety of a person; and

iii. given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 1.7 above –

(b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

(c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

**2. Personal Protective Equipment (PPE)**

The following clothing will be supplied to all Employees (no later than 1 month after commencement} and will be replaced on a fair wear-and-tear basis. Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:

(a) 1 pair of safety boots (if the employee buys such boots, the Employer will reimburse the Employee up to $125.00 upon presenting a receipt of purchase);

(b) 6 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed; and

(c) 1 high visibility winter jacket

2.2. All of the abovementioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the abovementioned items on a fair wear and-tear basis within twelve months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those twelve months.

2.3. All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating.

2.4. No agreement to pay cash in lieu of supply of clothing/footwear is permitted.

2.5. When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.

**3. Training and Related Matters**

3.1. The parties are committed to the promotion of a highly skilled industry that delivers ongoing employment opportunities and a world-class end product through an efficient and safe construction process. To this end, the Employer agrees that appropriate training, including the engagement and training of apprentices, and skills development for the workforce will be provided during the term of this document.

3.2. Where possible training and skill development is to be carried out in normal working hours. It is agreed that no Employees will suffer loss of pay as a result of participating in training required by the Employer.

3.3. The Employer will implement a policy where all Employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies

are identified through the assessment process, the necessary training will be provided to attain the relevant nationally recognised formal qualification.

3.4. The Employer will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.

3.5. HSR Training

Any Employees elected as a workplace HSR (Health and Safety Representative) will undertake a training course approved by the State or Territory Government and provided by the Employer within six weeks of being elected, at no cost to the Employee.

3.6. The Employer agrees that it will, within 7 days of receiving a written request from an Employee, provide:

(a) Evidence to demonstrate the positive commitment to training and skill development; and

(b) The information as to the number of apprentices and visa holders engaged by the Employer;

(c) Each of which is required to provide to the funding entity in accordance with Clause 24(2) of the Code.

3.7. Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth)*.

**4. Health and Safety Representatives**

4.1. The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee;

4.2. The health and safety representative/s (HSR) shall be elected by the Employees on the job on a democratic basis, and shall be subject to recall by a similar process.

4.3. Parties covered by this Document recognise the important role of HSRs. The HSRs have a key role in the early intervention in health and safety issues under this Document.

4.4. The HSR shall be allowed to consult with the principal contractor, or persons acting on his/her behalf, on matters directly concerned with safety of workers, and promote the safe conduct of work generally.

**5. Health and Safety Representative Meetings**

5.1. A health and safety representative will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting employees he/she represents providing that the Representative informs their manager.

# Working with Union Standards

## Union Representatives and Delegates, Facilities and Training Leave

### 1. Union Representatives and Delegates

1.1 Where an Employee has been elected as a Union Delegate, the Employer will recognise the following rights:

(a) the right to be treated fairly and to perform their role without any discrimination in their employment;

(b) for the Union Delegate to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

(c) the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts;

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts;

(h) the right for reasonable time off to attend accredited union education;

(i) the right to take reasonable leave to work with the Union; and

(j) the right to have reasonable time off to participate in the operation of the union.

### 2. Union Delegate Facilities

2.1 Union Delegate Facilities

(a) The Employer shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

i. a telephone;

ii. reimbursement for an iPad equipped with mobile Internet access;

iii. a table and chairs;

iv. a filing cabinet;

v. air-conditioning/heating;

vi. access to stationery and other administrative facilities (if available on site) use of e-mail, following consultation between the Union Delegate and Site Management; and

vii. a private lockable area.

**3. Union Training Leave**

3.1 An Employee elected as Union Delegate shall, upon application in writing to the Employer, be granted up to five days paid leave each calendar year to attend relevant Union Delegate courses. Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.

3.2 Consultation may take place between the parties in the furtherance of this objective.

3.3 The application for leave shall be given to the Employer in advance of the date of commencement of the course. The application for leave shall contain the following details:

(a) the name of the Union Delegate seeking the leave;

(b) the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and

(c) a general description of the content and structure of the course and the location where the course is to be conducted.

3.4 The Employer shall advise the Union Delegate within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

3.5 The time of taking leave shall be arranged so as to minimise any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability grant leave when an eligible Union Delegate is otherwise entitled.

3.6 The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant classification rate including, shift work loadings where relevant.

3.7 Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with a Union Delegate's RDO or with any concessional leave.

3.8 A Union Delegate on request by the Employer shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Union Delegate.

3.9 Where a Union Delegate is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the Employee shall receive payment if entitled under the provisions of the relevant award clause.

3.10 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Document.

# Appendices

## Appendix A: Classification Structure and Level Descriptions

**Construction Worker/Labourer Classifications**

The Civil Worker (CW) classifications will apply to Employee(s) performing work of the nature of Civil Construction who are engaged in the classifications set out below and are employed to perform the works set out in this Document.

Determination of Classification for individual Employees:

The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.

i. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.

ii. Individual classification levels will only change where the primary task for which the individual is engaged changes.

| Classification | Definition |
|---|---|
| CW1 | New Entrant (an entry level with less than 12 months experience)<br>General Labourer<br>Stores Assistant |
| CW2 | Skilled General Labourer<br>Earthworks Trim Grade Checker<br>Heavy Plant Spotter<br>Concrete Gang<br>Concrete Float Hand<br>Paving Stringliner<br>Store-person<br>Yardman<br>Chainman |
| CW3 | Elevated Work Platform Operator with Ticket<br>Hoist Driver<br>Concrete Finisher<br>Form Worker<br>Road Roller Operator under 12T<br>Heavy Mobile Plant Operator (0-5T)<br>Ticketed Dogman<br>Steel fixer<br>Ticketed Forklift Driver<br>Ticketed Rigger/Scaffolder<br>Telehandler (Up to 4.5T)<br>Hiab Operator<br>Shotcreter<br>Shotcrete Crew<br>Painter |
| CW4 | Concrete Line Pump Operator<br>Road Roller Operator 12T and over<br>Concrete Finisher<br>Concrete Paving Spreader<br>Non-certified Tradesperson<br>WHSO |
| CW5 | Trade Qualified Tradesperson<br>Crane Operator (5-20T)<br>Operators of:<br>Tractor up to but not exceeding 48kw (65bhp),<br>Skid Steer Excavator up to but not exceeding 48kw (65bhp),<br>Dumper/Water Cart not exceeding 40T,<br>Mobile Concrete Pump Boom,<br>Forklift not exceeding 48kw,<br>Shotcrete Placing Machine, Paver<br>Gantry Crane Operator |

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| CW6 | Heavy Mobile Plant Operator (>20T-60T)<br>Operators of:<br>Tractor 48kw up to but not exceeding 370kw,<br>Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980,<br>Dry Batch Plant, Pug Mill,<br>Skid Steer Tractor from 48kw,<br>Forklift from 48kw but not exceeding 220kw,<br>Excavator not exceeding 3cubic metres,<br>Dumper/Water Cart over 40T but not exceeding 100T,<br>Dozer D8 without GPS,<br>Compactor 825 without GPS,<br>Graders 140,143,14,16 without GPS |
| CW7 | Heavy Mobile Plant Operator (>60-100T)<br>Operators of:<br>Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer,<br>Excavator from 3 cubic metres,<br>Loader-Front End and Overhead from 370kw up to but not exceeding 450kw,<br>Wet batch Plant, Scraper 651,<br>Compactor 825 with GPS,<br>Graders 140,143,14,16 with GPS,<br>Dozer D8 with GPS<br>Tower Crane Operator |
| CW8 | Heavy Mobile Plant Operator (>100T)<br>Operators of:<br>Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim,<br>Scraper 637 |

**Electrical Worker Classifications**

| Classification | Definition |
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| Grade 2 | An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and;<br>(a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training;<br>(b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines. |
| Grade 3 | An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and;<br>(a) without limiting the scope of the work, the employee may perform the work described below to the level of their training:<br>(i) is engaged in store work; or<br>(ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or<br>(iii) inspects and tests fire alarm or security alarm equipment; or<br>(iv) under the supervision of a tradesperson or electronics serviceperson;<br>(1) installs radio, communications and related equipment including antenna; or<br>(2) installs fire alarm or security alarm equipment; or<br>(3) installs data and communication cabling.<br>(b) provided that this person shall not undertake tasks requiring the skills of a tradesperson. |
| Grade 4 | (1) An Electrical Worker Grade 4 is an employee who:<br>(a) has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an employee who:<br>(i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or<br>(ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or<br>(iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson:<br>(1) installs radio, communications and related equipment including antenna; or<br>(2) installs fire alarm or security alarm equipment; or<br>(3) installs, terminates and tests data, and communication cabling |

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| | (iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.<br>(c) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.<br>(2) Included in this grade is the work of:<br>(a) Purchasing Clerk/Storeperson;<br>(b) Electronic Equipment Tester/Installer Level 2; and<br>(c) Alarm security tester grade 2. |
| Grade 5 | (1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who;<br>(a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or<br>(b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or<br>(c) has successfully completed an appropriate instrumentation trade course; or<br>(d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or<br>(e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.<br>(2) Included in this grade is the work of:<br>(a) Electrical Fitter;<br>(b) Electrical Fitter (Instrumentation and Process Control);<br>(c) Electrical Mechanic;<br>(d) Alarm Security Technician Grade 1;<br>(e) Alarm Security Tester Grade 3;<br>(f) Television/radio/electronic Serviceperson/mechanic Level 1;<br>(g) Instrument Tradesperson Level 1;<br>(h) Refrigeration/Air-Conditioning Tradesperson Level 1; and<br>(i) Linesperson/Cable Jointer Level 1. |
| Grade 6 | (1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition<br>(a) has successfully completed<br>(i) 33% of the qualification specified for Grade 7; or<br>(ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Document; or<br>(b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5.<br>(c) is employed to use the skills acquired through the training or experience specified.<br>(2) Included in this grade is the work of:<br>(a) Electrical Tradesperson Level 2;<br>(b) Television/Radio/Electronic Serviceperson Level 2;<br>(c) Instrument Tradesperson Level 2;<br>(d) Refrigeration/Air-Conditioning Tradesperson Level 2;<br>(e) Linesperson/Cable Jointer Level 2; and<br>(f) Alarm/Security Technician Grade 2 |
| Grade 7 | (1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:<br>(a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years' experience in the industry,<br>(b) is employed to use the skills acquired through the training and/or experience specified.<br>(2) Included in this grade is the work of:<br>(a) Alarm/Security Technician Grade 3;<br>(b) Communications Tradesperson - Special Class;<br>(c) Electrical Linesperson - Live Line;<br>(d) Electrician Special Class;<br>(e) Electronic Serviceperson Grade 3;<br>(f) Instrument Tradesperson - Complex Systems;<br>(g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and<br>(h) Television/Radio/Electronic Serviceperson Grade 3. |

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| Grade 8 | (1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:<br>(a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years' experience as an Electrical Worker Grade 7; and<br>(b) is employed to use the skills acquired through the training and/or experience specified.<br>(2) Included in this grade is the work of:<br>(a) Electronic Tradesperson;<br>(b) Instrumentation and Controls Tradesperson;<br>(c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and<br>(d) Installation Inspector. |

**Mechanical Worker Classifications**

| Classification | Definition |
|---|---|
| MW1 | Basic Mechanical Trades Assistant<br>Storeperson<br>Lagger<br>Truck Driver (MR, HR) |
| MW2 | Experienced Mechanical Trades Assistant<br>Mechanical Trades Assistant-Truck Driver (MR, HR)<br>Mechanical Trades assistant + Rigger (basic)<br>Dogger |
| MW3 | Mechanical Fitter<br>Hydraulic Fitter<br>Boilermaker<br>Pipe Fitter<br>Machinist<br>Sheet Metal Worker |
| MW4 | Sheet Metal Worker + Marker/setter out<br>Boilermaker + Marker/setter out<br>Boilermaker + Welder (non-certified)<br>Mechanical Fitter - Hydraulic<br>Mechanical Fitter - Pneumatic<br>Mechanical Fitter - Machinist |
| MW5 | Boilermaker + Welder (tested 1554 SP)<br>Boilermaker - Pressure Pipe/vessels<br>Mechanical Fitter - Pneumatic - Hydraulic<br>Mechanical Fitter - Pressure Pipework |
| MW6 | Boilermaker – Quality Checker<br>Boilermaker + Pipe Fitter + Welder (AS 1796)<br>Boilermaker + Marker/setter out + Welder<br>Mechanical Fitter - Systems experience<br>Boilermaker Welder - Tested to AS 1554SP or AS1796 or ASME IX |

**Fire Sprinkler Services Classifications**

| Classification | Definition |
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| Sprinkler Fitting Trades Assistant | Work performed by a Trades Assistant is limited to work of an 'unskilled nature'. Work of an unskilled nature means:<br>• Organising tools;<br>• Painting pipe;<br>• Carrying pipe around the work site;<br>• Laying pipe out;<br>• Assisting in measuring up;<br>• Concreting around pipes;<br>• Installing penetration seals;<br>• Assisting in fire rating;<br>• Cleaning up;<br>• Carrying out other labouring tasks (e.g. Digging holes, loading and unloading material and equipment); and<br>• Picking up and delivering material and equipment to site. |
| Sprinkler Fitting Tradesperson Level 2 | A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who: has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience, subject to having successfully completed a skills test equivalent to the structured training requirements for this level.<br><br>A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson Level 1 and to the level of their training.<br><br>Indicative tasks which an Employee at this level may perform include:<br>• exercises the skills attained through completion of the training prescribed for this classification;<br>• works under general supervision either individually or in a team environment;<br>• understands and implements quality control techniques;<br>• provides trade guidance and assistance as part of a work team;<br>• exercises discretion within their level of training;<br>• has knowledge of occupational, health and safety requirements subject to the level of their training; and<br>• reads, interprets and applies information from plans. |
| Sprinkler Fitting Tradesperson – Special Class Level 1 | A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.<br><br>A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level 2 and to the level of their training.<br><br>Indicative tasks which an Employee at this level may perform include:<br>• exercises the skills attained through completion of the training prescribed for this classification;<br>• understands and implements quality control techniques;<br>• provides trade guidance and assistance as part of a team;<br>• exercises discretion within the scope of this grade;<br>• works under limited supervision, either individually or in a team environment; and<br>• reads, interprets and applies information from plans.<br><br>The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task:<br>• exercises precision trade skills using various materials and/ or specialized techniques;<br>• schedules and plan work activity;<br>• writes brief reports on work activity; |

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| | • has knowledge of the Australian Standards applying to their sphere of work;<br>• recognises hazards associated with tasks in their field of work; and<br>• exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems. |
| Sprinkler Fitting Tradesperson – Special Class Level 2 | A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.<br><br>A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of their training.<br><br>Indicative tasks which an Employee at this level may perform include:<br>• exercises the skills attained through completion of the training prescribed for this classification;<br>• provides trade guidance and assistance as part of a work team;<br>• understands and implements quality control techniques;<br>• works under limited supervision either individually or in a team environment; and<br>• reads, interprets and applies information from plans.<br><br>The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task:<br>• exercises high Precision Trade Skills using various materials and/ or specialised techniques. and<br>• exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems. |
| Advanced Sprinkler Fitting Tradesperson Level 1 | An Advanced Sprinkler Fitting Tradesperson Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed ten and half appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.<br><br>An Advanced Sprinkler Fitting Tradesperson Level 1 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 2 and to the level of their training.<br><br>Indicative tasks which an Employee at this level may perform include:<br>• exercises the skills attained through completion of the training prescribed for this classification;<br>• exercises discretion within their level of training;<br>• is able to provide trade guidance and assistance as part of a work team;<br>• understands and implements quality control techniques;<br>• works under limited supervision either individually or in a team environment; and<br>• reads, interprets and applies information from plans.<br><br>The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task:<br>• exercises high Precision Trade Skills using various materials and/ or specialised techniques; and<br>• exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, C02 systems, deluge systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems. |

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| Advanced Sprinkler Fitting Tradesperson Level 2 | An Advanced Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed 12 appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.<br><br>An Advanced Sprinkler Fitting Tradesperson Level 2 works above and beyond an Advanced Sprinkler Fitting Tradesperson Level 1 and to the level of their training.<br><br>Indicative tasks which an Employee at this level may perform include:<br>• undertake quality control and work organisation at a level higher than for Advanced Sprinkler Fitting Tradesperson Level 1.<br>• provide trade guidance and assistance as part of a work team.<br>• assist in the provision of training to Employees in conjunction with supervisors/ trainers.<br>• perform maintenance planning and predictive maintenance work within their field of work.<br>• prepare reports of a technical nature on specific tasks or assignments as directed; and<br>• exercise broad discretion within the scope of this level.<br><br>The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade Training to enable the Employee to perform the particular task:<br>• use information from plans to identify, diagnose and solve problems related to their sphere of work;<br>• be able to identify any deviations from plans and sketches;<br>• schedule and plan work for a team and provide brief reports on the progress and quality of the work;<br>• exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrant systems, hose reels, combined systems or explosive suppressive systems; and exercising diagnostic skill in respect to various systems in fire protection |

**Plumbing and Mechanical Services Classifications**

| Classification | Definition |
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| Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) | New entrant under the age of 21 |
| Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) | New entrant over the age of 21 |
| Plumbing and Mechanical Services Worker Level 3 | A Plumbing and Mechanical Services Worker Level 3 is an employee who:<br>• has successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 2 consisting of formal structured training agreed to between the parties to this document: or<br>• has obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training; or<br>• is a licensed Drainer.<br><br>Employees at this level perform work to the level of their training.<br><br>Indicative tasks which an Employee at this level may perform include:<br>• exercises good interpersonal communication skills;<br>• exercises discretion within their level of training;<br>• understands and applies quality control techniques; |

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| Plumbing and Mechanical Services Worker Level 3 | • performs work under general supervision either individually or in a team environment;<br>• has knowledge of the four streams within the building and construction industry and how they inter-relate;<br>• works in a safe manner;<br>• having been given adequate written or verbal instruction, is able to control their own schedule of work and meet objectives with general supervision;<br>• is capable of detailed measuring techniques;<br>• interacts with and assists Employees of other companies on site or at the workplace; and<br>• anticipates and plans for constant changes to the work environment.<br><br>The following indicative tasks which an Employee at this level may perform are subject to the Employee having completed the appropriate training to perform the particular task:<br>• operating a laser when carrying out levelling;<br>• reading and interpreting plans and specifications;<br>• operating machinery and equipment;<br>• assisting with informal on-the-job guidance to other Employees to a limited degree; and<br>• performing work for which a Drainers license is required |
| Plumbing and Mechanical Services Tradesperson Level 1 | A Plumbing and Mechanical Services Tradesperson Level 1 is an employee who is not a licensed drainer and who is not performing mechanical services pipe-work, but who performs work of a skilled trade nature for which registration with a recognised licensing authority is not required, although the person may not be formally trade qualified, and who is able to exercise the skill and knowledge of the relevant trade.<br><br>Indicative tasks which an Employee at this level may perform include:<br>• exercises good interpersonal and communication skills;<br>• reads, interprets and applies information from plans;<br>• understands and applies quality control techniques;<br>• exercises discretion within the scope of this grade;<br>• performs work under general supervision either individually or in a team environment;<br>• is able to perform tasks safely and be able to identify hazards within their sphere of work;<br>• assists with informal on-the-job guidance to a limited degree;<br>• performs non-trade tasks incidental to their work;<br>• has knowledge of the fields of work within the Services Stream (Plumbing and Mechanical Services) and how they relate to the other areas of the services stream; and<br>• performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.<br><br>The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this document, or the Award as it applied prior to this document, who is not:<br>• engaged on tasks purely of an unskilled nature;<br>• a Licensed Drainer;<br>• a Licensed Plumber;<br>• a Licensed Gasfitter;<br>• a Mechanical Plumber performing any Mechanical Services pipe-work; or<br>• holding a trade certificate level 3 in a trade within the national plumbing training packages. |

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| Plumbing and Mechanical Services Tradesperson Level 2 | A Plumbing and Mechanical Services Tradesperson Level 2 is either a:<br>• Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or<br>• person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this document; or<br>• person who holds a trade certificate level 3 in Engineering – Fabrication.<br><br>A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson Level 1 and to the level of their training.<br><br>Indicative tasks which an Employee at this level may perform include:<br>• exercises the skills attained through completion of the training prescribed for this classification;<br>• works under general supervision either individually or in a team environment;<br>• understands and implements quality control techniques;<br>• provides trade guidance and assistance as part of a work team;<br>• exercises discretion within the scope of this grade;<br>• has knowledge of occupational, health and safety requirements subject to the level of their training; and<br>• reads, interprets and applies information from plans. |
| Plumbing and Mechanical Services – Special Class Level 1 | A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of their training.<br><br>Indicative tasks which an Employee at this level may perform include:<br>• exercises the skills attained through completion of the training prescribed for this classification;<br>• understands and implements quality control techniques;<br>• provides trade guidance and assistance as part of a team;<br>• exercises discretion within the scope of this grade;<br>• works under limited supervision, either individually or in a team environment; and<br>• reads, interprets and applies information from plans.<br><br>The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the employee to perform the particular tasks:<br>• exercise precision trade skills using various materials and/ or specialised techniques;<br>• schedule and plan work activity;<br>• write brief reports on work activity;<br>• have knowledge of the Australian Standards applying to their sphere of work;<br>• recognise hazards associated with tasks in their field of work; and<br>• exercise skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems. |
| Plumbing and Mechanical Services – Special Class Level 2 | A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who has successfully completed : three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.<br><br>A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of their training.<br><br>Indicative tasks which an Employee at this level may perform include: |

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| | • exercises the skills attained through completion of the training prescribed for this classification;<br>• provides trade guidance and assistance as part of a work team;<br>• understands and implements quality control techniques;<br>• works either independently within the skill level of the Employee, or in a team environment with limited supervision; and<br>• reads, interprets and applies information from plans.<br><br>The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks:<br>exercises high precision trade skills using various materials and/ or specialised techniques; and<br>exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems. |
| Advanced Plumbing and Mechanical Services Tradesperson Level 1 | An Advanced Plumbing and Mechanical Services Tradesperson Level 1 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 who has who successfully completed:1.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 2; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.<br><br>An Advanced Plumbing and Mechanical Services Tradesperson Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 and to the level of their training.<br><br>Indicative tasks which an Employee at this level may perform include:<br>• exercises the skills attained through completion of the training prescribed for this classification;<br>• exercises discretion within their level of training;<br>• is able to provide trade guidance and assistance as part of a work team;<br>• understands and implements quality control techniques;<br>• works either independently within the skill level of the Employee, or in a team environment with limited supervision; and<br>• reads, interprets and applies information from plans;<br><br>• The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks:<br>• exercises high precision trade skills using various materials and/ or specialised techniques;<br>• possesses effective written and verbal skills in order to provide concise reporting and communication; and<br>• exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems. |
| Advanced Plumbing and Mechanical Services Tradesperson Level 2 | An Advanced Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond an Advanced Plumbing and Mechanical Services Tradesperson Level 1 and to the level of their training.<br><br>Indicative tasks which an Employee at this level may perform include:<br>• undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level 1;<br>• provides trade guidance and assistance as part of a work team;<br>• assists in the provision of training to employees in conjunction with supervisors/ trainers;<br>• performs maintenance planning and predictive maintenance work within their field of work;<br>• prepares reports of a technical nature on specific tasks or assignments as directed; and<br>• exercises broad discretion within the scope of this level.<br><br>The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: |

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| | • use information from plans to identify, diagnose and solve problems related to work in a specific field;<br>• be able to identify any deviations from plans and sketches;<br>• schedule and plan work for a team and provide brief reports on the progress and quality of the work;<br>• exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or consumer piping systems; and<br>• exercises diagnostic skills in respect of various systems in plumbing and mechanical services. |

**Roofing Classifications**

| Classification | Definition |
|---|---|
| Roof Plumber Level 1 | First 12 months of employment only |
| Roof Plumber Level 2 | 80% competent to trade level |
| Roof Plumber Level 3 | Fully competent to trade level |
| Roof Plumber Level 4 | Possessing relevant Certificate III trade qualification |

## Appendix B: Additional Electrical Trade Definitions

**Classification Definitions**

Alarm/Security Technician Grade 1" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Alarm/Security Technician Grade 2" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

"Alarm/Security Technician Grade 3" means an Alarm/Security Technician who:

(a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,

(b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

"Alarm/Security Technician Grade 4" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Alarm/Security Tester Grade 1" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

"Alarm/Security Tester Grade 2" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

"Alarm/Security Tester Grade 3" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Communications Tradesperson - Special Class" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electrical Fitter" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Fitter (Instrumentation and Process Control)" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Labourer" shall mean an employee, not otherwise provided for in this Document, who is doing work necessary for electrical work.

"Electrical Linesperson" shall mean an employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Linesperson - Live Line" shall mean an Electrical Linesperson as defined in this Document who is required to carry out "Live Line Work" as prescribed in the Electricity Act 1994.

Such employee may perform "Live Line Work" while the employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

"Electrical Mechanic" shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and

repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Storeperson" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

"Electrical Tradesperson's Assistant" shall mean an employee directly assisting a tradesperson.

"Electronic Equipment Tester/Installer Grade 1" means an employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.

"Electronic Equipment Tester/Installer Grade 2" means an employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 shall not undertake tasks requiring the skills of a tradesperson.

"Electronic Serviceperson Grade 1" means an adult employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.

"Electronic Serviceperson Grade 2" means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.

"Electronic Serviceperson Grade 3" means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and

(b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electronic Serviceperson Grade 4" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

"Electronic Serviceperson Grade 5" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one

further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

"Electronics Tradesperson" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.

(b) Work under minimum supervision and technical guidance.

(c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Fire-alarm Systems" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

"Installation Inspector" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the Electricity Act 1994, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic

(b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:

(i) AEL 223 - Electrical Installation Work.

(ii) AEL 226 - Electrical Practices and Responsibilities.

(iii) AEL 122 - Electrical Installation Testing.

(c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

"Instrument Tradesperson" means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the Electricity Act 1994 or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or

Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

"Instrument Tradesperson - Complex Systems" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

(a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and

(b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a)

"Instrumentation and Controls Tradesperson" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:

(b) Work under minimum supervision and technical guidance:

(c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Jointer" shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Journeyperson" shall mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

"Lines Clearance Operator" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

"Purchasing Clerk" means an employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

“Radio Mechanic" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

"Refrigeration Mechanic or Serviceperson Grade I" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

“Refrigeration Mechanic or Serviceperson Grade 2" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years’ experience as a tradesperson engaged on complex or intricate circuitry or both.

"Refrigeration Mechanic or Serviceperson Grade 3" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years’ experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

"Refrigeration Mechanic or Serviceperson Grade 4" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years’ experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;

(b) Work under minimum supervision and technical guidance;

(c) Provide technical guidance within the scope of the work described in this definition; and

(d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

“Security Alarm Systems" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

"Television Antenna Installer/Erector" means an adult employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.

"Television/Radio/Electronic Equipment Serviceperson Grade I" means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

"Television/Radio/Electronic Equipment Serviceperson Grade 2" means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years’ experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.

"Television/Radio/Electronic Equipment Serviceperson Grade 3" means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years’ experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

"Television/Radio/Electronic Equipment Serviceperson Grade 4" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in the definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Television/Radio/Electronic Equipment Serviceperson Grade 5" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

"Television Mechanic" shall mean an employee who is mainly employed to assemble and/or repair and/or service and/or test television receiving sets and/or parts.

"Truck Attendant" shall mean an employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

## Appendix C: Standard Definitions

**Definitions**

The following definitions shall apply to this Document:

**ACIRT** means the Australian Construction Industry Redundancy Trust (ABN 39 062 330 170).

**Apprentice or Trainee** means an apprentice or trainee within the meaning of the *Vocational Education, Training and Employment Act 2000 (VETE Act)*. Apprenticeship and Traineeship have a corresponding meaning.

**Australian Super** is the nominated superannuation fund for the AMWU.

**Award** means the industrial instruments as outlined in clause 7 of this document.

**BERT** is an acronym used for the Building Employee Redundancy Trust (ACN 82 010 917 281) (BERT Fund) as described in the Trust Deed creating the BERT Fund.

**Best Practice Principles** means the State of Queensland's Best practice principles: Quality, safe workplaces policy document, as amended from time to time.

**BEWT** is an acronym for the Building Employees Welfare Trust. The "BEWT Fund" means the fund established pursuant to a deed between B.E.R.T Pty Limited and James Kristen Peterson. "Trustee of the BEWT Fund" means B.E.R.T Pty Limited or any trustee appointed under the BERT Redundancy Trust Deed.

**BUSS(Q)** is an acronym for the Building Unions Superannuation Scheme (Queensland) Pty Ltd. ABN 85 571 332 201.

**Casual Employee** means an Employee employed on an occasional basis and whose work pattern is not regular or systematic.

**CBUS** is an acronym for the Construction & Building Industry Superannuation Pty Ltd. (ABN 75 493 363 262).

**CIPQ** means Construction Income Protection Queensland Ltd (ACN 110 841 962).

**CIRT** means The Contracting Industry Redundancy Trust (ABN 49 011 050 329).

**Code** means the *Code for the Tendering and Performance of Building Work 2016.*

**Competency Based Training** means a method of training based on occupational skills standards which are set out in units of competency within training packages and accredited courses.

**Consultative Committee** means a representative group who meet regularly for the purpose of reviewing work related issues.

**Continuous Shift Worker** means, for the purpose of the additional week of annual leave provided by the NES means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

**Day Work** means work commencing between 6.00 am and 10.00am, Monday to Friday.

**Double time and a half** means one and a half days wages in addition to the Employee's ordinary time rate of pay or pro rata if there is more or less than a day.

**Employee** means an employee of the Employer.

**Employer** means the company that employs workers who are engaged in civil construction works within the State of Queensland for which classifications are prescribed by this Document.

**Energy Super** means Electricity Supply Industry Superannuation (Qld) Ltd (ABN 30 069 634 439, AFSL 336567).

**HSR** means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

**JetCo** means the Joint Electrical Training Council, which is CRITs associated training fund.

**Kept waiting for wages on pay day** means all such time spent waiting, wherever the waiting is done.

**Local Employee** means an Employee whose normal residential home base is within reasonable travel distance to the applicable work site each day.

**National Training Package** means endorsed collections of reference materials that define the national standards and qualifications for recognising and assessing people's skills in specific vocations.

**NES** means the National Employment Standards prescribed by the *Fair Work Act 2009 (Cth).*

**Non-Local Employee** means an Employee who cannot reasonably travel to the applicable work site from their normal residential home base each day.

**FW Act** means the *Fair Work Act 2009 (Cth).*

**FWC** means the Fair Work Commission.

**Injury** shall have the same definition as the *Workers' Compensation and Rehabilitation Act 2003 (Qld)* as applicable.

**Overtime** means any time worked in excess of or outside of the ordinary working hours as prescribed in Clause 9 of this Document.

**On-site** means work that does not include the following:

- The off-site prefabrication of made-to-order components to form part of any building, structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites.
- The transportation or supply of goods to be used for any of the work mentioned above (in the BCIIP Act definition of 'building work'), directly to project sites where that work is being or may be performed.

**Person Conducting a Business or Undertaking (PCBU)** means a business or an undertaking that is either conducted alone or with others, whether or not for profit or gain.

**Protect** is the nominated redundancy fund for the AMWU.

**QIRC** means Queensland Industrial Relations Commission.

**QLD Workers' Compensation** means a type of insurance through WorkCover Queensland that can pay the wages and medical costs of employees who have been injured in the performance of their duties.

**Redundancy** means a situation where an Employee ceases to be employed by the Employer, other than for reasons of serious and wilful misconduct, whereas **Redundant** has a corresponding meaning.

**RDO** means rostered day off.

**Special Class Dogman** means a dogman having no less than 12 months on the job experience in dogging tower cranes and, having obtained a 'Verification of Competency (VOC) for the particular tower crane.

**Special Class Tradesperson** means a tradesperson who is engaged on work which requires the use of complex, high quality trade skills and experience which are not generally exercised in normal construction work. For the purpose of this definition, complex and high-quality trade skills and experience will be deemed to be acquired by the tradesperson:

(a) Having had not less than 12 months' on-the-job experience of such skilled work, and

(b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.

**STQ** means Service Trades Queensland.

**Tradesman** means an employee who possesses as a minimum qualification a trade certificate.

**Traditional Owners** means an indigenous person who is a member of a local descent group having certain rights and responsibilities in relation to a tract of land or area of sea.

**Union Delegate** means an Employee elected by Union members and a member of an employee organisation entitled to represent the industrial interests of employees employed by the Employer as required. All parties to this Document shall be notified as soon as practicable after the election of a Union Delegate.

**Union Representative** means a member of an employee organisation entitled to represent the industrial interests of employees.

**Union** means the;

- *AMWU;*
- *AWU;*
- *CEPU;*
- *CFMEU; and*
- *ETU.*

**Verification of Competency (VOC)** means an assessment of an employee's knowledge and skills to assist in deeming staff competent to perform a task or operate plant and/or equipment.

**Wage Guard** is the nominated income protection insurance provider for the AMWU.

**Wage Rate** means the Employee's ordinary hourly rate of pay as set out in this Document.

**Welcome to Country** means a ceremony that is performed by indigenous Traditional Owners for people visiting their Country.

**Wet Bulb Globe Temperature Index** means the measure of the heat stress in direct sunlight, which takes into account temperature, humidity, wind speed, sun angle and cloud cover.

**WHS Act** means the *Work Health and Safety Act 2011 (Qld)* where applicable.

**WHS Committee** means a group of workers that have been nominated to develop and review health and safety policies and procedures for the workplace.

**WHS Representative** means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

**Workplace Impairment Policy and Procedures** means the Workplace Impairment Policy and Procedures as set out in the Impairment Policy.

## Appendix D: Forms and Additional Documents

**AUDIT FORM**

**EMPLOYER NAME:** _____

**ABN NUMBER:** _____

**ADDRESS:** _____

**PRINCIPAL NAME:** _____

**PRINCIPAL TITLE:** _____

**WORKCOVER POLICY NUMBER:** _____

**Number of personnel:** _____

**Overtime 1½x:** _____

**Overtime 2x:** _____

**Base Hourly Rate:** _____

**Fares & Travel:** _____

**CBUS/BUSS(Q):** □ **Yes** □ **No**

**BERT:** □ **Yes** □ **No**

**BEWT:** □ **Yes** □ **No**

**CIPQ:** □ **Yes** □ **No**

**RDO Accrual:** □ **Yes** □ **No**

**Annual Leave:** □ **Yes** □ **No**

**Sick Leave:** □ **Yes** □ **No**

**PSLS:** □ **Yes** □ **No**

**Group Tax:** □ **Yes** □ **No**

**STATUTORY DECLARATION BY PRINCIPAL: I hereby state that the Employer has paid all of its entitlements and legal obligations in accordance with the appropriate industrial instrument.**

_____PRINCIPAL

AUTHORISED BY CPA/INSTITUTE OF CHARTERED ACCOUNTANTS

EMPLOYER NAME:

NAME OF ACCOUNTANT:

REGISTRATION DETAILS

AUTHORISATION STATEMENT: I have examined the time and wages records and hereby certify that they are in accordance with the appropriate industrial instrument.

_____**CERTIFIED PRACTISING ACCOUNTANT**

**RDO NOTIFICATION FORM**

**Notification pursuant to clause 12.7(c) above to Work on Scheduled RDO**

**Date:** _____

| | |
|---|---|
| **Employer** | |
| **Date of Scheduled RDO** | |
| **Project Name** | |
| **Project Address** | |
| **Work to be undertaken** | |
| **Approximate number of employees required** | |
| **Union delegate/employee representative** | |

**Manager contact details**

**Name:** _____

**Phone:** _____

**Email:** _____

**Tick the appropriate Box**

- □ Affected Employee/s consulted by Employer
- □ Affected Employee/s not wishing to work in accordance with the clause have been given an opportunity to reasonably refuse
- □ Affected Employee/s informed that if they have a concern about working the scheduled RDO they can raise the matter with their union delegate/employee representative.

**Reason/s for work on scheduled RDO**

- □ High risk activity (specify below)
- □ Maintenance, repair, commissioning
- □ Restrictions, laws, regulations, etc.
- □ Inclement weather
- □ Other

**Explanation of ground/s listed above:**

| |
|---|
| |

**VS-41**

# Tender Clarification (CPB)

**Reference No.:** TMR-RFC-CPB-0018.00
**Project Title:** Bruce Highway Upgrade Cooroy to Curra - Section D2

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**Date:** 05 February 2021, 12:02:35 PM +10:00 **Response required by:** 19 February 2021

**To:** Emma McCaughey, CPB Contractors

**CC:** Mark Asang, Department of Transport and Main Roads

**From:** Adam Whittaker, Department of Transport and Main Roads

**Subject:** **CN-8802 Request For Clarification No. 18 - Effects of Tender Validity Period extension (3)**

---

Hi Emma,

Please find attached our RFC018 for your consideration.

Please provide your response to the request to extend the Tender Validity Period by 5:00pm 5 February 2021 and requested to provide your response to the time/cost effects, if any, by 5:00pm 19 February 2021.

Please contact me if you require any further information.

Kind Regards,

Adam Whittaker
Project Manager – Cooroy to Curra Section D | Wide Bay Burnett District
Program Delivery and Operations Branch | Infrastructure Management and Delivery Division | Department of Transport and Main Roads

Floor 1 | 50 River Road | Gympie Qld 4570
PO Box 183 | Gympie Qld 4570
m: [redacted]
p: [redacted]
[redacted]
www.tmr.qld.gov.au

---

**Discipline:** **Area:** **Location:**

**Originator's Reference No.:**

Attachments
CPB_RFC018 Effects of Tender Validity Period extension (3).pdf (87 KB)

# REQUEST FOR CLARIFICATION

Email response to this request to:

Adam Whittaker
[redacted]

| | |
|---|---|
| RFC Number | CPB RFC018 |
| Tenderer | CPB Contractors Pty Ltd |
| Contact Person | Mr Ross Olsens |
| Contact Phone | [redacted] |
| Contact email | [redacted] |
| Document Name *(if applicable)* | Bruce Highway Upgrade - Cooroy to Curra, Section D: Woondum to Curra Tender |

## REQUEST

**Effects of Tender Validity Period extension (3)**

The Principal wishes to amend the previously issued RFC016 and RFC017.

The Principal is requesting a further extension of the Tender Validity Period (Conditions of Tendering - Clauses 2.1 & 9) until 31 March 2021. Consequently, the Principal requests that CPB Contractors keep your tender open for acceptance under Clause 3.4 of the Conditions of Tendering until 31 March 2021.

Could you please advise whether the proposed extension of the Tender Validity Period is acceptable to CPB Contractors?

The proposed award date is changed from week ending 5 February 2021 to week ending 12 March 2021. Therefore, the Principal requests that you asses the effects on your tender based on an anticipated award in the week ending 12 March 2021.

Please advise the full effects, if any, the proposed extension of the Tender Validity Period will have on your tender program and tender price in accordance with the request in RFC016 (new lump sum item). These effects are not to allow for the implementation of the proposed BPIC conditions.

Further advice will be provided regarding the inclusion and implementation of the proposed BPIC conditions under separate correspondence.

Please note that notwithstanding an extension to the Tender Validity Period all other Conditions of Tendering, including the Principal's right not to accept any tender, remain unaltered.

You are required to provide your response to the request to extend the Tender Validity Period by 5:00pm 5 February 2021 and requested to provide your response to the time/cost effects, if any, by 5:00pm 19 February 2021.

Please call to discuss any concerns that you may have in relation to the above, particularly compliance with the above deadline.

*Authorisation*

[redacted]

*Adam Whittaker*
***Tender Manager***

*Date: 5/0212021*

## RESPONSE

CPB Contractors acknowledges receipt of CN-8802 RFC No. 18 Effects of Tender Validity Period Extension dated Friday 5th February 2021 and confirms acceptance of the requested Tender Validity Period extension to 31 March 2021.

The full effects of the proposed extension of the Tender Validity Period on the tender program and tender price in accordance with the request in RFC016 will be submitted to DTMR on or by the requested date of 19th February 2021.

*Authorisation*

[redacted]

*For and on behalf of CPB Contractors Pty Limited*

*Name: Mr Ross Olsen* *Date: 5th February 2021*
*Pre-Contracts Manager QLD & PNG*

## SUBSEQUENT RESPONSE

Further to the above and with consideration to on-going discussions with DTMR, CPB Contractors request a one-week extension to Friday 26th February 2021 for submission of our time/cost effects form the delay in award.

*Authorisation*

[redacted]

*For and on behalf of CPB Contractors Pty Limited*

*Name: Mr Ross Olsen* *Date: 19th February 2021*
*Pre-Contracts Manager QLD & PNG*

## SUBSEQUENT RESPONSE

Further to subsequent meetings held this week with DTMR, CPB Contractors provides the attached response to CN-8802 Request for Clarification No. 18 – Effects of Tender Validity Extension (3) including the following for your consideration:

1. Part 1 – Retrofitting BPIC Conditions
2. Part 2 – Impact of Tender Validity Extension
3. Part 3 – Reporting on Performance

In relation to Part 2 – Impact of Tender Validity Extension, the following supporting documentation will be provided by COB Monday 1st March 2021 inclusive of the following:

1. Revised Tender Schedule M
2. Revised Tender Schedule M1
3. Revised Tender Schedule M3
4. Revised Tender Schedule M4
    a. Inclusive of revised tender program: detailed, critical path and native file versions.

*Authorisation*

[redacted]

*For and on behalf of CPB Contractors Pty Limited*

*Name: Mr Ross Olsen* *Date: 26th February 2021*
*Pre-Contracts Manager QLD & PNG*

# Response to RFC18

## CN-8802 – Bruce Highway Upgrade Cooroy to Curra – Section D – Contract 2

26 February 2021

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# Introduction

CPB Contractors is committed to working with the Department of Transport and Main Roads (DTMR) to reach Contract Award for CN-8802 – Bruce Highway Upgrade Cooroy to Curra – Section D (C2C-D) – Contract 2.

The revised award target date is 12 March 2021, notably 101 days later than DTMR's forecast award date of 01 December 2020 proposed at the time of Tender.

CPB Contractors' proposal submitted on 15th September 2020, was compliant with the conditions of tendering DTMR issued with its Request for Tender documentation. As such, it must be noted that the revised date of award and subsequent delay has been primarily due to the State Government's desire for CPB Contractors to retrospectively consider the draft Transport Best Practice Industrial Conditions (BPIC) as part of our Tender Submission.

Meeting this request has required a substantial internal review of our proposed Industrial Relations position and the associated cost impact on our original Tender Offer.

While CPB Contractors has been working with Government and industry since 2018 to implement the Best Practice Principles (BPP), the more recent draft Transport BPIC policy continues to undergo unprecedented scrutiny by industry bodies including the Australian Constructors Association (ACA), Infrastructure Association of Queensland (IAQ) Australian Industry Group (AIG), Civil Contractors Federation Queensland (CCFQ) and the Queensland Major Contractors Association (QMCA). We understand that DTMR is also working closely with these bodies to address concerns.

CPB Contractors recognises the importance of working with DTMR to find a solution that will enable C2C-D to proceed as soon as practicably possible. Accordingly, we have reviewed our original Tender Submission to identify where we can support DTMR and deliver on the intent of the Transport BPIC, without further compromising the start of C2C-D.

Part 1 of this report outlines the challenges CPB Contractors has identified with agreeing to and implementing the BPIC during delivery of the C2C-D project, as well as our proposed solution for moving forward for the benefit of all parties. It also includes an indicative cost impact of retro-fitting the BPIC into our original Tender Submission.

Part 2 outlines the cost impact on CPB Contractors' offer as a result of the delay in awarding the contract within the requisite tender validity variation period.

Part 3 proposes how CPB Contractors will meet the Government's BPP reporting requirements throughout delivery of the C2C-D project.

# Part 1 Retrofitting BPIC Conditions

## 1.1 BPIC's Key Challenges

CPB Contractors has undertaken a thorough and considered review of the draft BPIC and identified legal barriers which limit our capacity to satisfy DTMR's expectations in terms of agreeing to and implementing the BPIC on the C2C-D project.

Specifically, we initially understood that DTMR expected CPB to undertake best endeavours in selecting subcontractors on terms and conditions no less favourable than the BPIC, ensuring all workers on site are employed under minimum pay conditions.

While subsequent conversations have indicated this may not be DTMR's expectation, we advise – for clairty – that any attempt to achieve such an outcome would contravene the following:

- The Fair Work Act (2009) (Cth)
- The BCIIP Act
- The Code.

Based on the above, imposing BPIC terms and conditions onto potential subcontractors is not an option on C2C-D.

Another key challenge is the conditions contained within the BPIC that reflect those found within the building industry, specifically on projects delivered within the Brisbane CBD. Such conditions do not align with historical or current agreements typically used by road contracting companies, or most notably the expectations of the regional subcontracting market.

Therefore, the most effective and lawful way of achieving alignment to the BPIC conditions is for the Contractor to entirely self-perform the works – thereby providing the assurance Government is seeking in terms of BPIC conditions of minimum pay requirements being met. This again is problematic when the following factors are considered:

- All projects rely on specialist subcontractors and skill sets. A head contractor undertaking specialist works (eg. asphalting or piling) is likely to reduce value for the client in terms of safety, quality, cost and program.
- Maximising the self-perform component to this extent reduces the opportunities for local businesses to benefit from the construction of C2C-D, an outcome that contradicts several Government policies and initiatives including the *Queensland Charter for Local Content.*

When considering how CPB Contractors will work with DTMR and align to the intent of the BPIC, we propose that a balance must be struck between:

- Achieving mandatory compliance with all applicable laws
- Agreeing conditions that align with the expectations of the civil infrastructure industry
- Maintaining an approach that maximises opportunity for local businesses in regional Queensland.

## 1.2 Proposed Solution

Despite the constraints outlined above, we believe a solution that meets the intent of BPIC while delivering strong economic outcomes for local business can be achieved. Similar outcomes where achieved on C2C – Section C where CPB Contractors achieved 91% local spend across a highly engaged regional industry.

We are therefore proposing to negotiate a Project Specific Agreement that:

- Achieves general alignment with the intent of the Transport BPIC pay outcomes (eg. BPIC wage rates with civil industry allowances)
- Is consistent with civil industry's terms and conditions
- Will be used to engage CPB Contractors direct employees (only)
- Is compliant with the Code and can be applied in a compliant and lawful way.

Under the terms of the proposed agreement, CPB Contractors commits to:

- Abiding by the relevant laws and federal code at all times
- Negotiating with a relevant union which covers the workers delivering the project scope CPB will self-perform
- Using best endeavours to maximise the self-performed works CPB undertakes and in doing so increasing the footprint of the agreement (noting this will increase workforce coverage from 10% as contemplated in the Tender Submission, to a much higher 40%) typically in:
    - Earthworks: plant operators
    - Drainage
    - Environmental
    - General labour and stores.
- Engaging local specialists and the subcontracting market, thereby enabling them to benefit from this regional opportunity. To this end, we will continue to identify opportunities to engage reputable subcontractors, with a track record in safety, training and local employment, who use their own instruments for works which typically will include:
    - Clearing and grubbing
    - Piling
    - Craneage
    - Form reinforce place
    - Bridge construction
    - Concrete pumping
    - Pavement, sealing and asphalt
    - Road furniture and line marking
    - ITS and Electrical.

## 1.3 Impacts to Tender Price

CPB Contractors has undertaken a substantial internal review of our proposed Industrial Relations position and the associated cost impact of applying the Transport BPIC to the entire workforce included our original Tender Submission. While we recognise this is not an outcome we can achieve, due to the reasons outlined above, we propose a Provisional Sum of $23 million for BPIC is included in the Schedule of Rates contract to provide sufficient financial coverage to deal with the 'yet to be confirmed' cost impacts.

Post award, CPB Contractors will negotiate a suitable agreement with a union relevant to the workforce performing the scope of the project works. At this stage it is impossible to determine the cost of a yet to be determined agreement. However, as a guide, the associated cost impact of an agreement that contains BPIC Wage Rates with civil industry allowances, on the CPB self-perform scope, would be approximately $12 – 14 million. Once an agreement is achieved, CPB will be in a position to confirm the price as a variation – which is expected to be well within the overall Provisional Sum proposed above – as well as confirm amendments to Dayworks Schedules M7A & M7B.

# Part 2 Impact of Tender Validity Extension

## 2.1 Context

The following section responds to DTMR's requests as Principal for clarification RFC016, RFC017 and RFC018.

DTMR originally notified CPB Contractors of a Contract Award date of 1 December 2020 for the Project. CPB Contractors had engaged and committed resources as part of preparations for achieving this date. These resources undertook all necessary contract deliverables prior to mobilisation to the site, as well as commencement of procurement activities, transitioning into the works as planned, with a Date for Practical Completion of 930 days from the letter of acceptance. The date for Practical Completion was 18 June 2023.

The resources engaged at this stage of the project were:

- Project Manager
- Construction Manager
- Commercial Manager
- Planning Manager
- Engineering staff
- Survey.

During December 2020, CPB Contractors committed further resources to the project on the understanding that contract award was imminent. At this time, the Contractor's Tender Validity date was 14 December 2020.

On 14 December 2020, DTMR issued Request for Clarification ref. CPB_RFC014, requesting the Contractor keep its tender open for acceptance until 18 December 2020.

On 18 December 2020, DTMR issued Request for Clarification ref. CPB_RFC015, requesting a further extension to the Tender Validity Period of 60 days.

On 11 January 2021, DTMR issued Request for Clarification ref. CPB_RFC016, requesting CPB Contractors provide full effects of the tender validity period extension, based on an anticipated award in the week ending 29 January 2021.

On 15 January 2021, DTMR issued Request for Clarification ref.CPB_RFC017, advising the proposed award date was changed from week ending 29 January 2021 to week ending 5 February 2021.

On 5 February 2021, DTMR issued Request for Clarification ref. CPB_RFC018, requesting a further extension of the Tender Validity Period until 31 March 2021. The Principal also requested that CPB Contractors assess the effects on the tender based on an anticipated award in the week ending 12 March 2021.

## 2.2 Quantum of the Delay

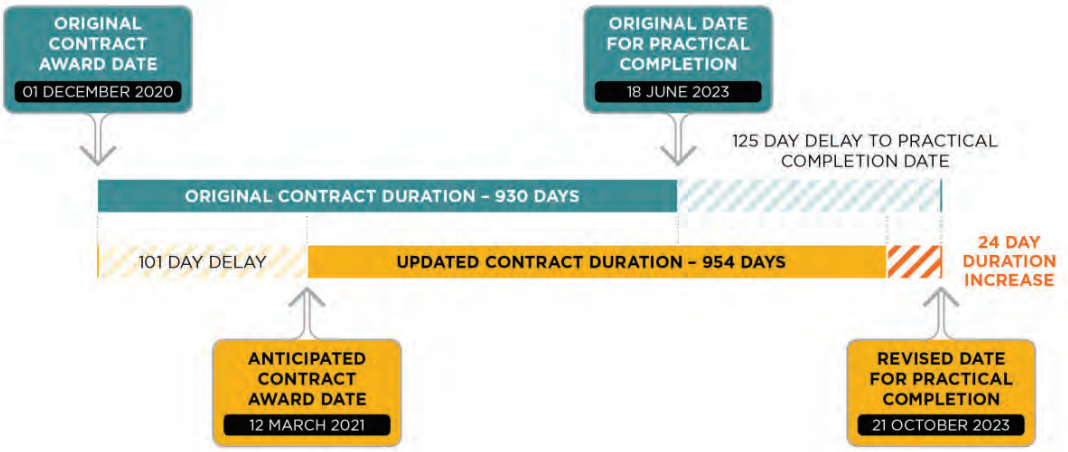
CPB Contractors has now assessed the impacts of the numerous extensions to the tender validity period. The assessment period covers 1 December 2020 to 12 March 2021. As part of the assessment, CPB Contractors has considered the impacts outlined below:

### 2.2.1 Time Impacts

CPB Contractors has re-run the program based on a revised anticipated award date of 12 March 2021. The result is an overall increase to the project duration of 24 days from 930 days to 954 days, due to wet weather impacts directly attributable to the delayed award.

Overall, the total impact to the original Date for Practical Completion is 125 days. This reflects the 101 days upfront delay to the award date and an additional 24 days increased duration to the program. The revised Date for Practical Completion is now 21 October 2023.

**Figure 1. Time impacts on original program**




### 2.2.2 Cost Impacts

The below Lump Sum cost includes the following:

- Staff costs incurred and associated with the delayed tender award
- Recurring project costs (24-days)
- Unavoidable additional cost due to delayed award to 12 March 2021, which are not recoverable under the Contract
- Wet weather rectification costs and reduced productivity due to more critical activities being undertaken during the wet season
- Program risk directly attributable to the delay in award up to and including 12 March 2021.

It is anticipated this sum would be paid in equal instalments across the first four months post award.

**Table 1. Cost Effects of Tender Validity Period Extension**

| Work Item No. | Contract Schedule Item Description | Unit of Measure | Qty | Unit Rate (Excl. GST) ($) | Amount ($) |
|---|---|---|---|---|---|
| **90001.01** | Validity Period Extension | Lump Sum | 1 | $11,100,327 | $11,100,327 |

# Part 3 Reporting on Performance

## 3.1 Meeting Government Targets

CPB Contractors recognises that our performance on C2C-D will need to be tracked in order to confirm that we are upholding our commitments made in relation to each of the BPPs.

As on every project, CPB Contractors is committed to providing monthly transparent reporting to DTMR, including tracking our performance against agreed key performance targets for each BPP.

Table 2 provides an overview of the BPP targets CPB Contractors has set for C2C-D, including revised IR targets not included in our original tender submission.

**Table 2. C2C-D BPP Performance Targets**

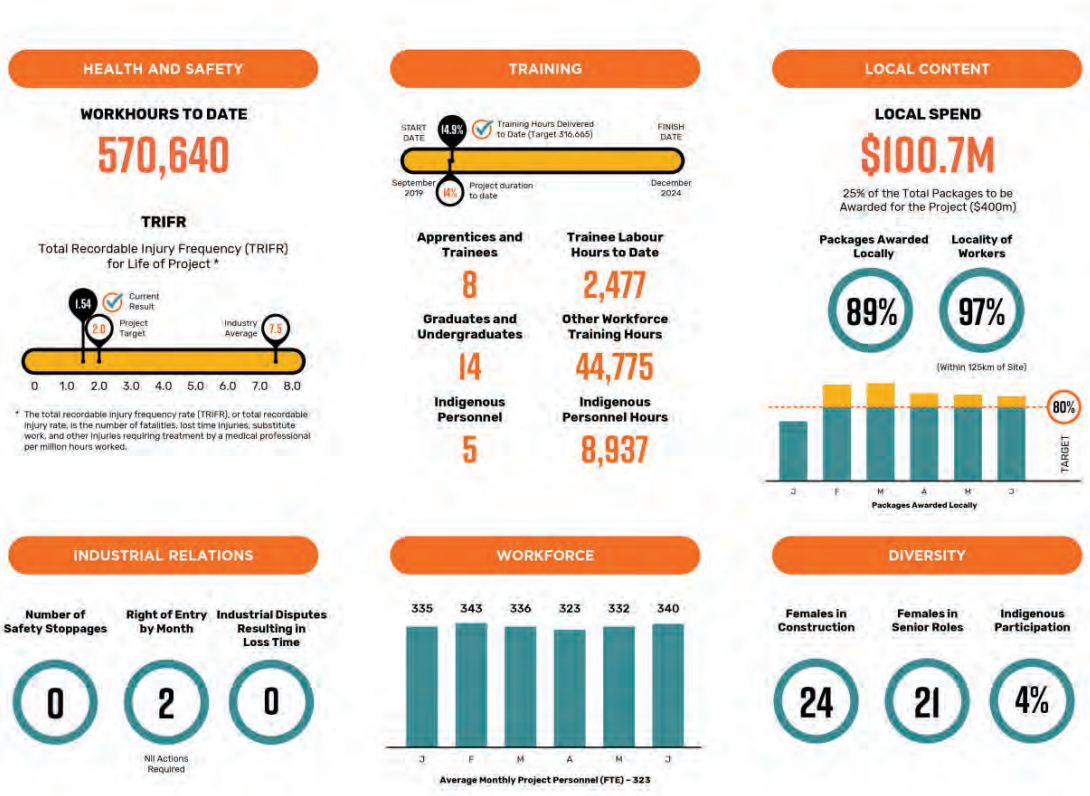
| Performance Indicator | Target |
|---|---|
| **WHS** | |
| Project TRIFR | 2.4 |
| **Training** | |
| Total Deemed Hours | 125K |
| Apprentices & Trainees (New Entrants) | 75K |
| Other Workforce | 50K |
| **Local Content** | |
| Local Region Spend<br><br>*Incorporates the broader Wide Bay Burnett region within a 125km radius of Gympie.*<br><br>*Stretch target of 90% participation by regional subcontractors, with a view to confidently achieving a minimum of 80%.* | 80% |
| Indigenous Supplier Target (Spend with Indigenous Businesses) | $6,535,838 |
| **Workforce** | |
| Total Project Working Hours (approx. 430 FTE)<br><br>Staff & Workforce inclusive of Indigenous Employment Target | 880K |
| CPB Staff – Working Hours (approx. 60 FTE) | 240K |
| CPB Employees – Working Hours<br><br>(Direct Labour* & Plant Operators*) | 360K |
| Subcontract** – Working Hours | 280K |
| **Diversity** | |
| Females on Staff | 30% |
| Female Engineers | 18% |

| Performance Indicator | Target |
|---|---|
| Indigenous Participation (Percentage of Total Workforce) | 3%<br>(9,804 Employment Hours) |
| **IR** | |
| Number of Stoppages | Nil |
| Disputes Resulting in Lost Time | Nil |
| Offence Convictions | Nil |
| Enforceable Undertakings | Nil |
| Infringement Notices | Nil |

The following figure is an example of a dashboard CPB Contractors currently provides each month to our client on another Government funded transport project valued at more than $100 million.

We propose a similar format for reporting monthly on CPB's performance on C2C-D against each BPP target, including BPIC.

**Figure 2. Example BPP reporting dashboard**



# REQUEST FOR CLARIFICATION

Email response to this request to:

Adam Whittaker
[redacted]

| | |
|---|---|
| RFC Number | CPB_RFC018_2 |
| Tenderer | CPB Contractors Pty Ltd |
| Contact Person | Mr Ross Olsens |
| Contact Phone | [redacted] |
| Contact email | [redacted] |
| Document Name *(if applicable)* | Bruce Highway Upgrade – Cooroy to Curra, Section D: Woondum to Curra Tender |

## REQUEST

**Effects of Tender Validity Period extension (4)**

The Principal acknowledges receipt of your response to RFC018 dated 26 February 2021.

The Principal has reviewed the time and cost impacts associated with the extended Tender Validity Period and confirm acceptance of the nominated amounts. Revised Tender Schedule M1 is provided including the additional Item 90120.01 Validity Period extension (Item number changed from previously advised to align with MRS01) and a revised Annexure A to the General Conditions of Contract with amended Item 2A Date for Practical Completion (and revised Annexure to the Conditions of Tendering Item 13A).

The Principal has also taken into consideration the proposal to implement a Project Specific Agreement to address the Best Practice Industrial Relations policy updates and confirms acceptance of this proposed methodology. A Provisional Sum, Item 96603.01P Implementation of Best Practice Industrial Relations policy updates, has been added to the revised Tender Schedule M1 with an amount of $23,000,000.00. The method of measurement and payment will be agreed between the Principal, Contractor and Administrator post award.

The Revised documents listed above are being transmitted via TeamBinder.

Please resubmit completed Tender Schedules M and M1 on the revised documents issued via TeamBinder by 5:00pm 10 March 2021.

Please call to discuss any concerns that you may have in relation to the above, particularly compliance with the above deadline.

*Authorisation*

[redacted]

*Adam Whittaker*
***Tender Manager*** *Date: 8/03/2021*

## RESPONSE

*Authorisation*
*For and on behalf of*
*Name:* *Date:*

Queensland Government

17 March 2021

Vince Sanfilippo, General Manager
CPB Contractors Pty Limited
HQ South Tower
Level 6, 520 Wickham Street
Fortitude Valley, QLD 4006

Dear Vince

**Contract Number: CN-8802**
**Bruce Highway Upgrade - Cooroy to Curra Section D (Woondum to Curra) - Contract 2**
**Project No. 686965**

**LETTER OF ACCEPTANCE**

I am pleased to advise that the State of Queensland acting through the Department of Transport and Main Roads hereby accepts your tender submission dated 15 September 2020 for the above works for the contract sum of $318,082,856.56 (GST inclusive), which comprises the following items:

| | |
|---|---|
| Original Contract Amount | $255,065,906.24 ex GST |
| Validity Period Extension Cost | $11,100,327 ex GST |
| Implementation of Best Practice Industrial Relations Policy Updates Cost (P/S) | $23,000,000 ex GST |
| **Total Contract Sum** | **$289,166,233.24 excl. GST** |
| **Total Contract Sum** | **$318,082,856.56 incl. GST** |

In accordance with the Conditions of Tendering, you are now bound by the Conditions of Contract. Your attention is drawn to Form C7872 - Requirements to be Executed by the Contractor, which is enclosed under a separate letter. Would you please satisfy these requirements within the time limits specified.

The Principal will be represented by the nominated delegates, as outlined in the General Conditions of Contract Annexure under Item 4 of the Contract. All correspondence to the Principal should be addressed accordingly.

Yours sincerely

[redacted]

John Redondo
**Delegate of the Principal**

**Department of Transport and Main Roads**
**Program Management & Delivery**
Floor 18 | 313 Adelaide Street | Brisbane | Qld | 4000
GPO Box 1549 | Brisbane | Qld | 4001

**ABN 39 407 690 291**

**Our Ref:** CN-8802
**Enquiries:** Arwen Lea
**Telephone** [redacted]
**Website** www.tmr.qld.gov.au

# Requirements to be Executed by the Contractor

Queensland Government

C7872

| | |
|---|---|
| Contract Number | CN-8802 |
| Date of Letter of Acceptance (LOA) | 17 March 2021 |

| When Required | What | Clause † Reference | Amount | Forward to ‡ | Details |
|---|---|---|---|---|---|
| Before commencing work. | Evidence of Insurance of Employees | Cl. 20 & 21 GCoC | - | A | |
| Before commencing work. | Prestart Conference | Cl. 4.2 GCoC | - | A | Contact the Administrator to arrange a Prestart conference. |
| Within 10 Business Days of LOA. | Primary Security | Cl. 5.4 GCoC | $3,180,828.57 | P1 | An Insurance Bond on the attached form is acceptable. |
| Within 10 Business Days of LOA. | Subcontractor Payment Security | Cl. 5.4 GCoC | $3,180,828.57 | P1 | An Insurance Bond on the attached form is acceptable. |
| Provided at Contractor's discretion as per Clause 5.3. | Retention Security | Cl. 5.3 GCoC | $12,723,314.26 | P1 | An Insurance Bond on the attached form is acceptable.<br>Alternatively, Retention Monies will be withheld from each Payment Claim until required amount is retained. |
| Please check Item 35A of Annexure A to GCoC. | Contract Plan | Cl. 33.3 GCoC | - | A | |

**Contract Plan** which includes the following plans:

i. Construction Program
ii. Quality Plan
iii. Environmental Management Plan
iv. Work Health and Safety Management Plan
v. Traffic Management Plan (where required)
vi. Community Liaison Plan (where required)
vii. Severe Weather Management Plan (where required)

| When Required | What | Clause † Reference | Amount | Forward to ‡ | Details |
|---|---|---|---|---|---|
| Within 10 Business Days of LOA. | Training Requirements | Cl. 29.3 GCoC | - | - | |
| Within 10 Business Days after receipt from the Principal. | Formal Instrument of Agreement (FIA) | Cl. 6.2 GCoC | | P1 | The Principal will forward 3 hard copies of the FIA within 20 Business Days after the LOA for execution. Contract documents will be provided electronically. |

† GCoC = General Conditions of Contract

‡ Forwarding Addresses:

**P1**
Program Officer (Contracts)
Prequalification & Contracts Unit
Program Management & Delivery
Department of Transport & Main Roads
**GPO Box 1549**
**Brisbane QLD 4001**

**A**
Administrator
c/- Department of
Transport & Main Roads
**Email:** Rob Crawford

**Authorisation**

| Name /Position | Signature | Date |
|---|---|---|
| John Redondo<br>Manager (Prequalification and Contracts) | [redacted] | 17 March 2021 |

# DECISION

*Fair Work Act 2009*
s.185—Enterprise agreement

**CPB Contractors Pty Limited**
(AG2021/5163)

## CPB CONTRACTORS PTY LTD COOROY TO CURRA GREENFIELDS AGREEMENT 2021

Building, metal and civil construction industries

COMMISSIONER YILMAZ MELBOURNE, 10 JUNE 2021

*Application for approval of the CPB Contractors Pty Ltd Cooroy to Curra Greenfields Agreement 2021.*

**[1]** An application has been made for approval of a greenfields agreement known as the *CPB Contractors Pty Ltd Cooroy to Curra Greenfields Agreement 2021* (the Agreement). The application was made by CPB Contractors Pty Limited pursuant to s.185 of the *Fair Work Act 2009* (Act).

**[2]** This is a greenfields agreement that meets the requirements of s. 172(2)(b) of the Act.

**[3]** On 24 May 2021 the CFMMEU advised the Commission that it had an interest in the application, requested copies of documentation and indicated that it sought the opportunity to make submissions. On the same day the Commission forwarded the documents and sought from the CFMMEU information on the basis in which it wished to be heard.

**[4]** The CFMMEU advised the Commission that upon reviewing the material it had concerns that the Agreement did not provide pay and conditions consistent with the prevailing industry.

**[5]** The matter was listed for mentions and directions on 28 May 2021 where it was established that the CFMMEU was not a bargaining representative but sought to be heard pursuant to the wide discretionary powers of s.590, and that the Commission would benefit from a contradictor. It also submitted that it was likely that its members would be affected by the Agreement if approved. It was clarified that the CFMMEU was not contending that the application required assessment against the prevailing industry pay and conditions, rather that it must meet the better off overall test (BOOT).

**[6]** Given the wide powers of s.590 the CFMMEU was given the opportunity to file submissions concerning their BOOT concerns for the purpose of the Commission informing itself. Both the Applicant and AWU sought leave to be legally represented and both were

granted leave. Directions were forwarded to the parties for the filing of materials, and this decision is made on the papers.

**[7]** In the intervening period, the Commission forwarded to the parties those matters that it considered required further information and/ or undertakings and both the Applicant and the AWU responded with submissions and the Applicant provided undertakings.

**[8]** The CFMMEU in their submissions filed on 2 June 2021, noted that the Building and Construction General On-site Award 2020 (the Award) is applicable for the purpose of the BOOT but is not incorporated in the Agreement. It further noted that the Applicant identified two terms less beneficial than the Award and while it agrees with the statement, it submits that there are further less beneficial terms and proceeded to list those terms. The CFMMEU lists the following terms as less beneficial for the purposes of the BOOT and contends that the Agreement fails the BOOT:

a. Ordinary hours- the expansion to the span of hours by one hour in the morning limits the ability for employees to access overtime rates
b. Rostered days off (RDO)- the Agreement does not provide for the payment of a penalty rate when an employee works on a rostered day off, there is no provision for an agreed arrangement in writing for the application of the RDO, there is no protection for an employee from having an RDO on a public holiday and the Agreement contains no provision for the banking of RDOs
c. There is no mobile cranes capacity formula to be added to the weekly rate consistent with clause 19.5 of the Award
d. Allowances- the Agreement omits a range of allowances in clauses 22 and 23 of the Award
e. Overtime and penalty rates- the Agreement omits a range of clauses including the prohibition of employees under 18 working overtime or shifts, overtime payments on Saturday at double time, the provision of transport for employees without transport means after overtime, a 12-hour break after 20 hours worked continuously and the payment of Saturday after Good Friday to be paid at double time and a half if worked.
f. Consultation- the Agreement clause circumvents consultation
g. Apprentices- the Agreement does not prevent apprentices from working overtime and there is no prohibition of a payment by results system
h. Termination of employment- the Agreement does not contain the prohibition that an employer retain more than a week's wages where an employee has not provided the required period of notice
i. Presenting for work- the Agreement omits clause 19.4 of the Award
j. Living Away from home allowance- the Agreement omits a range of provisions relevant to the living away from home allowance
k. Accident pay- the Agreement does not provide a clause requiring an employer to pay after the termination of employment
l. Payment of wages- the Agreement contains no provision for the payment of wages on the day of termination or within two working days
m. Distant fares and travel- the Agreement contains less beneficial provisions for workers travelling longer distances to the main job site.[1]

[1] Submissions of the CFMMEU at [5].

**[9]** In response to the submissions of the CFMMEU, the Applicant provided revised undertakings taking into consideration the effect of the Agreement on employees under the age of 18. Other than this one matter, the Applicant contends that the CFMMEU submissions are misconceived. The Applicant contends that the CFMMEU:

a. fails to engage with the specific nature of the project that will be covered by the Agreement (Project);
b. they completely disregard the highly beneficial aspects of the Agreement (not least of which are the significantly higher base rates of pay, which have a flow on effect in respect of setting higher overtime and shift loadings);
c. the submissions complain of particular award loading rates that are omitted from the Agreement, without having any regard to the fact that those loadings operate on much lower Award base rates of pay;
d. in the one instance that the CFMMEU has sought to model a practical monetary comparison of Award and Agreement terms (in respect of regional employees said by the CFMMEU to be disadvantaged by the Agreement) that model is premised on a methodology that is plainly wrong.[2]

**[10]** The Applicant further submits that the CFMMEU has applied a line-by-line analysis rather than the broad BOOT test which requires consideration of the advantages and disadvantages of the Agreement. Relevantly it referred to the Commission's Full Bench authority of Beechworth.[3] The Applicant addressed each of the CFMMEU itemised concerns in their submissions.

**[11]** It is not necessary to repeat the submissions of the Applicant in response, suffice to say that each concern was addressed by detailing the correct application of the Agreement in comparison to the relevant Award condition, and consistent with the Commission's analysis employees to be covered by the Agreement will be better off than the Award. In relation to certain conditions contained in the CFMMEU list, the Applicant applied the particulars of the project which demonstrate that the concerns of the CFMMEU are immaterial (for example clause 19.4 of the Award, accident pay, distance travel and living away from home). The Commission finds no issue with the Applicant's submissions and it is consistent with the Commission's analysis and considerations. The concern regarding notice is of no importance as the Agreement only requires one weeks' notice from an employee and therefore the capacity to deduct payment for notice where the notice is not given cannot be applicable to the periods of notice required by the employer. Nor is there a concern that the payment of wages is of consequence to the BOOT.

**[12]** On the matter of consultation, the CFMMEU submit that clause 3.2 circumvents the obligation to consult where employees are stood down. Clause 3.9 dealing stand down is not inconsistent with the Act in providing a right to stand down an employee that cannot be usefully employed due to industrial action. The clause further provides for consultation where an employee cannot be usefully employed and for which the employer cannot be reasonably held responsible, the steps may require consultation, however, the clause states that 'once steps i and ii have been taken, the Employer has the right to stand down the employee without

[2] Submissions of the Applicant at [4].

[3] Shop, Distributive and Allied Employees Association v Beechworth Bakery Employee Co Pty Ltd T/A Beechworth Bakery [2017] FWCFB 1664 at [12].

pay.' The right to stand down is conditional on consultation and the employer taking all reasonable steps to explore options for work to continue.

**[13]** The Agreement lodged contained numbering errors at clause 3.9. As a result, my chambers invited the Applicant to provide a replacement page to correct the numbering. On 10 June 2021, the Applicant filed an amended page 18 of the Agreement correcting the errors. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

**[14]** The Applicant provided revised undertakings incorporating a matter raised by the CFMMEU concerning employees under the Age of 18, together with the matters raised by the Commission. The AWU supports the submissions of the Applicant and the undertakings submitted.

**[15]** The rates of pay under the Agreement are between 50.36% - 66.26% above Award rates. Modelling conducted on an employee working a 50-hour week is better off overall, and the modelling takes into account the 36-hour week. The rates of pay are high enough to compensate for reductions in Award conditions. Having conducted an analysis of the Agreement, performed modelling and having considered the submissions of the parties together with the undertakings provided, I am satisfied that there are no BOOT concerns.

**[16]** I am satisfied that each of the requirements of ss.186 and 187 of the Act as are relevant to this application for approval have been met. In accordance with s.187(5)(a) of the Act, I am satisfied that The Australian Workers' Union is entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

**[17]** The Applicant has provided written undertakings and a copy of the undertakings is attached in Annexure A. The undertakings are taken to be a term of the Agreement.

**[18]** Pursuant to s.53(2)(b) of the Act I note the Agreement was made with The Australian Workers' Union and that the Agreement covers this organisation.

**[19]** The Agreement is approved and, in accordance with s.54, will operate from 17 June 2021. The nominal expiry date of the Agreement is 9 June 2025.

COMMISSIONER

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**Annexure A**

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/5163

Applicant: CPB Contractors Pty Ltd Coorcy to Curra Greenfields Agreement 2021

Undertaking - Section 190

I, Chris Newitt, Industrial Relations Manager, give the following undertaking on behalf of CPB Contractors Pty Ltd (**Company**) in relation to the CPB Contractors Pty Ltd Cooroy to Curra Greenfields Agreement 2021 (**Agreement**).

1. In lieu of clause 7.9(f) of the Agreement, the Company and an employee may agree to substitute another day or part day for a day or part day that would otherwise be a public holiday under the NES.

2. In lieu of clause 3.7(a)(e):

   (a) where an employee has engaged in conduct that would convey to a reasonable person that they have abandoned their employment, in the sense that they have renounced the whole of their employment contract or fundamental obligations under it,

   (b) the Company will provide that employee with written notice of its acceptance of that abandonment, and notifying the employee of their termination of employment consistent with the minimum notice periods set out in clause 3.7 of the Agreement,

   (c) the notice referred to in this clause will be sent by pre-paid post to the employee's last known address.

   However, and having regard to clause 3.7(a)(c) of the Agreement and s 117(2)(b) of the *Fair Work Act 2009* (Cth) in circumstances where the employee would not (due to their abandonment of employment) have worked during any period of notice, any entitlement that they have to payment in lieu of notice will be nil.

3. No 'Stage 1' adult apprentice (as referred to in Appendix C and explained further in Appendix D) will be asked to work ordinary hours prior to 6.00am or after 6.00pm on any weekday, and nor will they be required to work any hours on the Saturday after Good Friday.

4. No employee under the age of 18 will be required to work overtime or shiftwork, unless they choose to do so, and that choice is recorded in writing signed by the parent and guardian of the employee.

I confirm that I have the authority given to me by the Company to provide these undertakings in relation to the application before the Fair Work Commission.

[redacted]

Signature

4 June 2021

ID Code

**CPB Contractors Pty Ltd** ABN 98 000 893 667

**Brisbane**
Level 6, HQ South Tower, 520 Wickham Street Fortitude Valley QLD 4006 Australia. PO Box 1077 Fortitude Valley QLD 4006 Australia
T +61 7 3215 4600 cpbcon.com.au

A MEMBER OF THE CIMIC GROUP

# CPB CONTRACTORS PTY LTD - COOROY TO CURRA GREENFIELDS ENTERPRISE AGREEMENT 2021

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

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## PART 1 DEFINITIONS

In this Agreement the following definitions will apply:

**"ACIRT"** means the Australian Construction Industry Redundancy Trust.

**"Afternoon Shift"** means a shift starting at or after 12.00pm and before 8.00pm, unless agreed by the parties, on any days of the week.

**"Agreement"** means CPB Contractors Pty Ltd Cooroy to Curra Greenfields Enterprise Agreement 2021.

**"Award"** means the Building and Construction General On-Site Award 2010 (MA000020)

**"AWU or Union"** means The Australian Workers' Union.

**"Base Rate"** means the Employees base hourly rate of pay as set out at Appendices A and/or B of this Agreement.

**"Building Code 2016"** means the *Code for The Tendering and Performance of Building Work 2016*, enacted in accordance with the *Building and Construction industry (Improving Productivity) Act 2016*.

**"Broken Shift"** means as prescribed at clause 6.2.5.

**"Casual Employee"** has the same meaning as under the FW Act.

**"Certificate"** means any certificate provided by a recognised Registered Training Organisation provider that outlines competencies obtained.

**"Client"** means an organisation to whom the Employer is contracted to provide services.

**"Competency based training"** means a method of training based on occupational skill standards which are set out in units of competency within training packages and accredited courses.

**"Consultative Committee"** means the committee established in accordance with this Agreement.

**"Day Shift"** means a shift starting on or after 6.00am and before 12.00pm on any days of the week, as agreed by the parties. A Day Shift may commence prior to 6.00am for reasons including, but not limited to, an earlier commencement of shift during daylight saving.

**"Day Worker"** means an employee engaged to commence work at or after 6.00am and before 10.00am, Monday to Friday. A Day Worker may commence work prior 6.00am for reasons including, but not limited to, an earlier commencement of work during daylight savings. For the avoidance of doubt, a Day Worker is not a Shift Worker.

**"Employee"** means a person employed by the Employer who performs work covered by the scope of this Agreement and is engaged in one of the Classifications at Appendix A.

**"Employer"** means CPB Contractors Pty Ltd (ABN 98 000 893 667).

**"FW Act"** means the *Fair Work Act 2009* (Cth), as amended from time to time.

**"FWC"** means Fair Work Commission.

**"Health and Safety Committee"** means a committee established in accordance with the WH&S Act, or otherwise applicable OHS/WHS legislation.

**"National Employment Standards"** (NES) are minimum standards applying to employment conditions.

**"Night Shift"** means a shift starting at or after 8.00pm and before 6.00am, unless agreed between the parties, on any days of the week.

"**Ordinary Hours**" means the ordinary hours that the Employee is required to work, being 8 hours per day, Monday to Friday inclusive, and which will average 36 hours per week worked over a 4-week cycle. However, ordinary daily hours and/or shifts may be worked outside the span of hours contained herein (see clause 6.1b))

"**Ordinary Time Earnings**" is the amount of money an employee is paid for ordinary hours of work

**"Party" and "Parties"** means as prescribed at clause 2.2 as the context may require.

**"Project"** means the Department of Transport and Main Roads, Section D Woondum to Curra, Contract 2: Sandy Creek Road to Curra contracted to CPB Contractors to deliver.

**"Shift Worker"** means an Employee engaged to work continuously for five or more shifts where one or more of which is either Night Shift or Afternoon Shift.

**"WHS Act"** means the *Work Health and Safety Act 2011* (QLD), *The Work Health and Safety Regulation 2011* (QLD), Rail Safety National Law (Queensland) Act 2017) or otherwise applicable WHS legislation.

**"WHS"** means Work, Health and Safety.

# PART 2 APPLICATION OF AGREEMENT

## 2.1 Title

This Agreement will be known as the CPB Contractors Pty Ltd Cooroy to Curra Greenfields Agreement 2021 **("the Agreement").**

## 2.2 Parties Bound

In accordance with Section 182(3) of the Fair Work Act, the Agreement covers each of the following parties:

b) CPB Contractors Pty Ltd, ABN: 98 000 893 667 ("the **Employer**"); and

c) The Australian Workers' Union ("the **Union**"); and

d) All persons who are Employees as defined by this Agreement.

## 2.3 Scope & Application

This Agreement shall apply to civil construction work on the Project, including (but not restricted to) the construction, alteration, installation and maintenance of earthworks and land clearing, roads and bridges performed by Employees of the Employer engaged in the classifications set out in Appendix A.

## 2.4 Date and Period of Operation

This Agreement commences seven days after approval by the Fair Work Commission and will nominally expire four years after its approval date.

## 2.5 Objectives of Agreement

The provisions of this Agreement establish the relevant and necessary arrangements that are required for the successful and safe completion of the Project on time and within budget forecasts.

The fundamental objective of this Agreement is to create a framework consistent with the intent of the parties to each of the following goals:

a) Establishing effective consultative and communication processes – The parties are committed to maintaining a high standard of communication and consultation;

b) Positive Workplace Culture – The parties recognise the importance of a positive workplace culture to achieving Project objectives. The parties are committed to a culture of co-operation, communication, mutual respect and shared goals;

c) Employee Development Legacy – The parties recognise the value of structured learning and development to Project and industry success and to the job opportunities of all Employees and will accordingly co-ordinate, deliver and participate in such development. This will also be in support of the Employer's Skills & Employment priorities including:

i. Maximising equitable employment, training and career development opportunities for all our communities – benefiting local people and valuing diversity in our workforce;

ii. Building skills today for the workforce of tomorrow – inspiring and providing opportunities for young people to pursue and develop careers in construction and engineering, capturing future talent and ensuring a sustainable workforce for the future;

iii. Developing our skills base – growing our capability and industry competitiveness through developing our workforce, delivering an enduring Queensland skills legacy.

d) To avoid industrial action by following at all times the agreed disputes resolution procedure, so as to maintain a dispute-free work site culture;

e) All parties agree that by working together to achieve good industrial relations, both the project and employees will benefit a positive work environment that creates good morale which in turn assists with improving productivity and minimising wastage;

f) The employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of Standards Australia in accordance with the National Construction Code;

g) To encourage affirmative participation, the Employer will, where possible, strive to increase its employment of Indigenous and/or Torres Strait Islanders, Women and Apprentices; and

h) Legal & other Government and Client Requirements – The parties recognise the importance of adhering to all local, state and federal statutory requirements including, but not limited to:

i. the Fair Work Act,

ii. the Building Code 2016, or if it is replaced;

iii. any successor Code, and legislative, Government and Client obligations as amended from time to time.

## 2.6 Relationship to Other Awards and Agreements

a) The relevant Award for purposes of applying the better off overall test to this Agreement is the Building and Construction General On-Site Award 2010.

b) This Agreement will be read in conjunction with the NES.

c) Where the Agreement includes terms that have the same effect as terms of the NES or terms that are ancillary or supplementary to the NES, the Agreement terms operate subject to the same qualifications, limitations and exclusions as the relevant NES entitlement unless otherwise specified.

## 2.7 No Extra Claims

The Parties covered by this Agreement intend and agree that this Agreement prescribes comprehensive terms and conditions of employment that are to apply for the term of this Agreement.

It is a condition of this Agreement that the Parties Bound by this Agreement undertake not to:

a) Pursue any claims for additional benefits or obligations (whether or not known at the time the Parties entered into this Agreement). This includes but is not limited to any claims in excess of the provisions of this Agreement and/or claims relating to changes arising from award variations or decisions of a statutory body; and

b) Take industrial action in support of extra claims, award or over award, for the duration of this Agreement. For the avoidance of doubt, Employees and/or the Union will not engage in industrial action for the purpose of advancing any claims whatsoever, including any claims in excess of the provisions of this Agreement, or against the Employer in respect of the employment of Employees.

# PART 3 CONDITIONS OF EMPLOYMENT

## 3.1 Individual Flexibility Arrangement

a) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement in relations to 1 or more of the following matters:

i. Single day annual leave absences up to 12 per year;

ii. Increase to parental leave; and

iii. Increase to compassionate leave.

b) The arrangement meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in paragraph a) above; and

c) The arrangement is genuinely agreed to by the Employer and Employee.

**3.1.1** The Employer will ensure that the terms of the individual flexibility arrangement:

a) are about permitted matters under Section 172 of the Fair Work Act 2009; and

b) are not unlawful terms under Section 194 of the Fair Work Act 2009; and

c) result in the employee being better off overall than the employee would be if no arrangement was made.

**3.1.2** The Employer must ensure that the individual flexibility agreement:

a) is in writing; and

b) includes the name of the Employer and Employee; and is signed by the Employer and Employee or a parent or guardian of the Employee if the Employee is under 18 years of age, and

c) includes details of:

i. the terms of the enterprise agreement that will be varied by the arrangement; and

ii. how the arrangement will vary the effect of the terms; and

iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

d) states the day on which the arrangement commences.

**3.1.3** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**3.1.4** The Employer or Employee may terminate the individual flexibility arrangement:

a) The agreement must not require the approval or consent of a person other than the Employer and Employee.

b) The agreement may be terminated:

i. by giving no more than 28 days written notice to the other party to the arrangement; or

ii. if the Employer and Employee agree in writing – at any time.

### 3.2 Consultation

a) When the Company contemplates the introduction of major workplace change or terminations for economic, technological, structural or similar reasons, the Company must consult with employees prior to a decision to introduce such change or terminations.

b) The Company recognises that employees have a right to elect to be represented by their employee representative and / or Union in any consultation or dispute processes under this Agreement.

c) Nothing in this clause allows for the entry of Union officials to premises where building work is performed other than in compliance with Part 3-4 of the Fair Work Act 2009 (as amended) or under any other relevant legislation, such as workplace health and safety legislation.

d) If the Company proposes to change regular rosters or ordinary hours of work, it must consult with any employees that the change may affect. The Company must:

   i. Promptly provide employees and the Union with information, in writing, about the change; and

   ii. Invite the employees and their nominated representatives to raise any matters they may have about the impact of the change.

   iii. Promptly and genuinely consider any matters raised by the employees and their nominated representatives about the impact of the change.

e) If the Company proposes to terminate the employment of any employee or employees, it must:

   i. Promptly provide employees and the Union with information in writing that includes the reasons for the proposed terminations, the number and categories of workers likely to be affected by the termination(s), the resultant impact of work allocation on remaining employees and the period over which the terminations are intended to be carried out; and

   ii. Give employees, as early as possible, an opportunity for consultation on measures to be taken to avert or minimise the terminations, and measures to be taken to mitigate the adverse effects of any terminations on the workers concerned. Employees may nominate a Union or other representative for the purposes of this consultation. The Company must give prompt and genuine consideration to matters raised by employees and their representatives.

f) If the Company proposes to introduce a major change, it must:

i. Promptly provide employees and the Union with information in writing about the nature of the intended major change, the expected effects the major change may have on employees and measures to be taken to avert or mitigate the adverse effects of the change; and

ii. Give the employees, as early as possible, an opportunity for consultation on the method and timing of the change. Employees may nominate the Union or other representative for the purposes of this consultation. The Company must give prompt and genuine (and when requested, written) consideration to matters raised by employees and their representatives.

g) A major change is any change that is likely to have a significant effect on employees. Such changes include, but are not limited to, changes in production, organisation, work allocation, shift arrangements, or technology.

h) Significant effects on employees include termination of employment, major changes in the composition, operation, or size of the workforce or skills required of employees, changes to the legal or operational structure of the Company (including changes to Company ownership or control), elimination or diminution of job opportunities (including changes in promotion opportunities or job tenure), alteration of hours of work, shift arrangements or income, the need to retrain employees, the need to relocate employees to another workplace, or the restructuring of jobs.

i) Before the implementation of any changes proposed by the Company, the Company must ensure that genuine and proper consultation with employees and their representatives has taken place, and must make a genuine effort to come to an agreement regarding the change with the majority of employees affected and their nominated representatives.

j) The Company must provide the relevant information in languages other than English for employees of non-English speaking backgrounds.

k) In the event that the Company wishes to introduce or vary policies regarding drugs & alcohol, electronic surveillance, genetic testing or the use of internet/email, these policies will be developed through consultation with employees and their nominated representatives.

### 3.3 Change to Regular Roster or Ordinary Hours of Work

The Employer must notify the affected Employees of the proposed change to the regular roster or ordinary hours of work of those Employees 7 days prior to the change taking effect.

The affected Employees may appoint a representative for the purposes of the procedures in this term.

If the affected Employees appoint a representative for the purposes of consultation, and the Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

As soon as practicable after proposing to introduce the change, the Employer must:

a) Discuss with the affected Employees the introduction of the change;

b) For the purposes of the discussion – provide to the affected Employees:

   i. All relevant information about the change, including the nature of the change;

   ii. Information about what the Employer reasonably believes will be the effects of the change on the affected Employees; and

   iii. Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

c) Invite the affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

However, the Employer is not required to disclose confidential or commercially sensitive information to the affected Employees.

The Employer must give prompt and genuine consideration to matters raised about the change by the affected Employees.

### 3.4 Labour Hire and Contractor Protocol

a) Whilst the Company may contract work to independent contractors and engage labour hire for a variety of reasons, the Company acknowledges that in certain circumstances the use of contractors and labour hire may affect the job security of employees covered by this Agreement.

b) The Company acknowledges that it is not its intention to use contracting or labour hire to undermine the terms and conditions of this Agreement, and as such, commits to an open and consultative process with employees in the event that the Company deems labour hire or contractors necessary to meet operational requirements.

c) Where the Company intends to engage labour hire or contractors to perform work covered by this Agreement – specifically being work that would ordinarily be undertaken by employees of the Company – the Company must follow this protocol.

d) The Company must first consult with employees. This consultation must take place during paid time as soon as practicable after the Company has deemed labour hire or contract work necessary, which means at the earliest opportunity prior to the contract being awarded or labour hire workers being engaged

e) The purpose of this consultative process is to maintain a high level of communication between the Company and employees covered by this Agreement, and to provide employees with an opportunity to suggest to the Company methods, structures or practices that may assist the Company in reducing or removing its reliance on labour hire and contractors.

f) For the purposes of the consultation the Company must inform the employees of:

   i. The name of the proposed contractor / labour hire company
   ii. The type of work proposed to be given to the contractor / labour hire company
   iii. Why a contractor / labour hire has become necessary for the Company to meet operational requirements
   iv. The number of persons that will be engaged as contractors or through labour hire and their equivalent classification if they were covered by the Agreement
   v. The likely duration of the labour hire or scope of the contract

g) The Company must give prompt and genuine, and when requested written consideration to any reasonable concern or suggestion raised by any employee at this consultation.

h) As a matter of course the Company will make all reasonable enquiries into potential labour hire firms to ensure that any labour hire employees the Company may engage are employed in a manner consistent with Australian law. No person will be engaged by the Company unless it is verified that they have the right to work in Australia.

i) The Company must ensure that all labour hire employees possess all relevant qualifications, tickets and experience to undertake the work that the Company requires to be completed by those labour hire employees.

j) Any person engaged by the Company to undertake contract work must be a genuine contractor. The Company will ensure that it does not contravene the sham arrangements provisions in Part 3-1, Division 6 of the *Fair Work Act*.

k) Any contractor that is engaged by the Company must have all of the following:

   i. Its own Safe Work Method Statements and Occupational Health and Safety plans;
   ii. All appropriate and relevant registrations and licenses;
   iii. Current public liability insurance; and
   iv. Current worker's compensation insurance.

l) All employees of the contractor will be inducted under the contractor's company name and will have all appropriate and relevant registrations and licenses to undertake their respective work.

m) Where any person has reasonably alleged a sham contracting arrangement and it is unable to be resolved at a workplace level, any party may apply directly to the Fair Work Commission for conciliation and/or resolution. All parties will co-operate with the requests of the Fair Work Commission in resolving the matter. Any affected employee may appoint a representative in relation to these matters.

### 3.5 Contract of Employment

a) Employees will be employed on a full-time, part-time, or casual basis.

b) At the time of their engagement, the Employer will inform each Employee of the terms of their engagement.

c) A Full-time Employee is an Employee engaged for a minimum average of 36 ordinary hours per week plus any reasonable additional hours as required by the Employer.

d) Part-time employment will be by agreement between the Employer and the Employee. A part-time Employee will be an Employee who works fewer than 36 ordinary hours per week and has reasonably predictable hours of work. For each ordinary hour worked, a part-time Employee will be paid no less than the Base Rate for the relevant classification, and pro-rata entitlements for those hours. The Employer will inform a part-time Employee of the ordinary hours of work and the starting and finishing times. Any hours worked by the part time employee in addition to the agreed ordinary hours will be paid at the appropriate overtime rate.

e) Before commencing a period of part-time employment, the Employer and an Employee will agree in writing:

   i. That the Employee may work part-time;

   ii. The hours to be worked by the Employee, the days upon which the hours will be worked, and commencing times for the work (work performed outside of the agreed hours will be paid at applicable overtime rates);

   iii. The classification in Appendix A as relevant that applies to the work to be performed; and

   iv. The period of part-time employment.

f) The terms of a part-time agreement may be varied, in writing, by consent. A copy of the agreement and any variation to it will be provided to the Employee by the Employer.

g) When a person is engaged for casual employment the Employee will be informed in writing that the Employee is to be engaged as a casual, the job to be performed, the classification level and the relevant rate of pay.

h) A casual Employee will be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, paid personal/carer's leave, paid compassionate leave, redundancy and termination benefits or notice periods as contained in clause 3.7 of this Agreement.

i) On each occasion a casual Employee is required to attend work, the Employee will be entitled to payment for a minimum of 7.2 hours' work, plus the relevant travel allowance as provided for in clause 5.3 of this Agreement, as applicable.

j) An all-purpose casual loading of 25% will be paid. The casual loading is paid in lieu of annual leave, personal leave, other paid leave and public holidays not worked, as contained in this Agreement. In calculating overtime payments for a casual Employee, the following will apply:

- base rate then 25% loading and then the relevant overtime rate/loading.

k) A casual employee, other than an employee referred to in clause 3.4l), who has been engaged for a sequence of periods of employment for 6 weeks may elect to convert to full time employment. The employer must not unreasonably refuse. The employer must give written

notice to the employee within 4 weeks of the employee reaching the 6 weeks qualifying period of the terms of this clause.

l) A casual employee who has not worked a regular pattern of hours in a 6 week period will not be entitled to convert to full time employment. However, nothing in this clause is intended to take away from a casual employee's conversion rights under the National Employment Standards.

### 3.6 Probation Period

a) The Employee's employment with the Employer will be subject to a three (3) months probationary period commencing from the date of commencement of employment. During which time, the suitability for the position will be assessed.

b) An Employee's employment may be terminated at any time during the probationary period by either party giving one week's notice of termination or at the Employer's sole discretion, payment in lieu of such notice.

### 3.7 Termination of Employment

Employment may be terminated by an Employee providing one week's notice or the Employer by giving the following notice:

| Employee's Period of Continuous Service with the Employer | Actual Period of Notice required to be Provided |
|---|---|
| Not more than 1 year | 1 weeks' notice |
| More than 1 year but not more than 3 years | 2 weeks' notice |
| More than 3 years but not more than 5 years | 3 weeks' notice |
| More than 5 years | 4 weeks' notice |

a) In addition to the notice set out above, an Employee over 45 years old at the time notice of termination is given who has completed at least two (2) years of continuous service with the Employer, will be entitled to an additional one (1) weeks' notice.

b) The employer does not need to give notice of termination to Employees who are engaged for a specified task(s), or on a casual basis.

c) Following the giving of notice of termination by either party, the Employer may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay, due to the Employee for the remainder of the notice period as an alternative to requiring the Employee to work out the notice period.

d) Where an Employee resigns without giving the required one week's notice, or gives notice but leaves before the end of the notice period, the Employer may deduct payment for the notice period (or that part of the notice period not worked), from any wages owed by the Employer.

e) Employees will only be entitled to payment up to and including their last day of attended work if the Employee has abandoned their employment.

f) Notwithstanding the notice provisions of this clause, the Employer retains the right to summarily terminate an Employee's employment without notice or pay in lieu of the notice for serious misconduct, in which case an Employee will only be entitled to be paid for the time worked up to dismissal.

g) For the purpose of this Agreement, serious misconduct includes, but is not limited to, any serious or persistent breach of this Agreement or the Employer's policies, dishonesty, fraud, theft, breach of serious safety procedures/policy/protocols, willful damage to Employer property, harming or threatening co-workers, breach of the Employer's alcohol and other drugs in the workplace policy, workplace smoking policy, gross negligence, unauthorised or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement.

### 3.8 Notice of Absence

a) Employees have a responsibility to notify the Employer of any absences from work. Unless a provision of this Agreement or the FW Act states otherwise, an Employee who fails to attend work without a reasonable explanation, will not be paid for the actual time of such non-attendance.

b) This clause 3.7 applies where the Employer is unaware of the reasons for an Employee's absence or believes an Employee no longer wishes to work for the Employer. For the avoidance of doubt, the Employer will not take action against an Employee who is entitled to be on leave or absent under the NES or this Agreement.

c) If an Employee fails to attend work the Employer will attempt to contact the Employee. If the Employer is able to contact the Employee, the Employer will require the Employee to provide substantive justification for their absence. The Employer reserves the right to take disciplinary action where this explanation is not satisfactory.

d) Where the Employer is unable to communicate with an Employee, after having attempted to use all available methods to contact the Employee and provide them with an opportunity to give an explanation to the Employer for their absenteeism, the matter will be dealt with pursuant to clause 3.7.

### 3.9 Standing Down of Employees

a) Despite anything elsewhere contained in this Agreement, the Employer, in accordance with the FW Act, will have the right to stand down and not pay an Employee for any day (or part of a day) the Employee cannot be usefully employed because of industrial action.

b) Nothing in this clause will be taken to mean that payment, including leave payments, will be made for time engaged in industrial action.

c) If an Employee cannot do work due to any cause for which the Employer cannot reasonably be held responsible (for example geological conditions, breakdown of machinery or equipment for which the Employer cannot reasonably be held responsible) the Employer may take the following steps:

   i. The Employer will consult with affected Employees regarding the possibility of stand down, and

   ii. The Employer will take all reasonable steps to explore all possible options to ensure work continues.

Once steps i and ii have been taken, the Employer has the right to stand down the Employee without pay.

### 3.10 Dispute Prevention and Settlement Procedure

a) Any dispute pertaining to the relationship between the Company and an employee or employees, between the Company and the AWU, and regarding any part of this Agreement will be resolved according to the procedure outlined below.

b) The types of disputes covered by the following procedure includes, but is not limited to:

   i. Whether a workplace right has been breached;
   ii. Deductions from wages;
   iii. The operation of this Agreement; and
   iv. The National Employment Standards, including provisions relating to flexible working arrangements and extending the period of unpaid parental leave.

c) AWU members are entitled to be represented by the AWU or any other representative of his or her choosing at every stage of this process if they so choose. Employees who are not AWU members may also choose to be represented by the AWU or another representative of his or her own choosing.

d) An employee may nominate an AWU Official as his or her representative for any stage of this procedure.

e) The meetings and/or discussions will be scheduled during the ordinary working hours of the relevant employee(s). If a number of employees are parties to the dispute and their ordinary working hours vary, the meetings and/or discussions will be scheduled during the ordinary working hours of the majority of these employees.

f) The Company will determine the location of the meetings and/or discussions.

g) The Company must release all employees relevant to the dispute or grievance including the AWU delegate or other employee representative without loss of pay to attend any discussions and/or meetings as required by this procedure.

h) The parties will do all that is reasonable to ensure that all disputes and grievances under this Agreement are resolved in a timely manner. If there is genuine urgency around the resolution of a dispute, the steps required in the resolution process may be fast tracked

i) The employee or employees concerned with the dispute must initially meet and address the dispute or grievance with their immediate supervisor. The employee or employees may appoint a representative such as an AWU delegate or other employee representative to be present at the meeting with their supervisor.

j) If the matter is not resolved after meeting with an immediate supervisor, the employee or employees and/or their representative(s) will arrange further discussions with more senior management as appropriate.

k) If the matter cannot be resolved directly between the parties to the dispute, any party to the dispute or their representative may refer the matter to the Fair Work Commission for resolution. Conciliation must be attempted before arbitration.

l) Any arbitrated decision of the Fair Work Commission, whether interim or final, will be: consistent with the *Code for the Tendering and Performance of Building Work 2016*; and binding on both parties

m) Where a dispute is referred to the Fair Work Commission, any employee affected by that dispute including the AWU delegate or other employee representatives must be granted reasonable paid leave for the purposes of attending and relevant conference or hearing

n) To ensure the proper application of this process and to maintain workplace harmony, until a dispute is resolved according to this procedure, the status quo before the dispute with prevail unless the employee or his or her representative has a reasonable concern about a risk to the employee's health or safety.

o) In order to remove doubt, if the dispute concerns a change at work or a change in conditions, the status quo represents the position before the implementation of the change.

### 3.11 Counselling & Disciplinary Procedure

**3.11.1** Overview

a) The procedures for investigating and dealing with alleged under-performance and misconduct set out below will be applied in an even-handed, fair and transparent way. The process will give employees every opportunity to respond to allegations against them, and to understand and meet the required standards of job performance and personal behavior.

b) AWU members are entitled to be represented by the AWU or any other representative of his or her choosing at every stage of any disciplinary process if they so choose. Employees who are not AWU members may also choose to be represented by the AWU or another representative of his or her own choosing. The representative will be entitled to speak on the employee's behalf during and discussions or meetings

c) An employee may nominate an AWU Official as his or her representative at any stage of any disciplinary process in which he or she is involved.

d) The Company must release all employees relevant to the disciplinary procedure including the AWU delegate or other employee representative without loss of pay to attend any discussions and/or meetings as required.

e) An employee will be granted a proper opportunity to respond to any allegations. To that end:

i. The employee will be allowed to gather evidence in relation to the allegation;
ii. All allegations must be put in writing to the employee;
iii. The employee and/or their representative will have access to any person who agrees, and who may be a witness or able to provide evidence. The employee and/or their representative must act lawfully in exercising this access at all times.

f) If the allegation is made out, the Company will:

*i.* Explain clearly the standards that the employee is expected to meet in future; and

*ii.* Explain what assistance will be provided to the employee to assist the employee to reach those standards;

*iii.* Explain the reasonable timeframe in which those standards are to be achieved, as well as the potential outcome if the standards are not met.

g) If disciplinary action is deemed necessary, it will be applied in accordance with the following steps:

Step 1: Formal verbal counselling

Step 2: Formal first written warning

Step 3: Final warning

Step 4: Termination of employment

h) The Company may proceed directly to termination where there is serious misconduct.

i) Confidential written records of an employee's counselling or disciplinary process will be made, and kept on the employee's personnel file., which can be viewed by the employee

j) Where a record of a meeting between the Company and employee is made, the record shall be kept on the employee's personnel file, which can be viewed by the employee

k) In the instance that an employee has concerns about what is recorded within that employee's personnel file, the employee has the option of addressing the concern by using the dispute process

**3.11.2** Step 1 – Formal verbal counselling

Where the Employer has a first concern regarding the performance, attendance and/or conduct of an Employee, the following procedure will apply:

a) An explanation of the concern and the performance and/or conduct expectations of the Employer will be given;

b) The Employee will be given an opportunity to provide an explanation;

c) The Employer will consider this explanation and any relevant facts;

d) If the Employer considers that the Employee's explanation is not reasonable, the Employee will be reminded of this procedure and that this is the first warning. At that time the Employer will inform the Employee that failure to correct the performance and/or conduct, or any other problems with the Employee's Performance or conduct may lead to further warnings; and

e) The Employee under counselling will be made aware of the standards of improvement in performance and/or conduct that are to be made.

**3.11.3** Step 2 – Formal first written warning

If the Employee fails to meet agreed standards of improvement in accordance with Step 1, or if the Employer has a second concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards or performance and/or conduct, this step (2) will be taken:

a) The Employer will explain its concern with the standards of performance and/or conduct of the Employee;

b) The Employee will be given an opportunity to provide an explanation;

c) The Employer will consider this explanation and any relevant facts;

d) If the Employer considers that the Employee's explanation is not reasonable, a written warning is to be given referring to the first warning (at Step 1) and the opportunity previously given for improvement. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances or poor performance and/or conduct will lead to dismissal without further warning; and

e) The written warning will also provide feedback to the Employee on how to improve his/her performance and/or conduct.

**3.11.4** Step 3 – Final Warning

If the Employee continues to not meet the standards in terms of performance and or the Employer's code of conduct, the Employee will be issued with a Final Warning. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances or poor performance and/or conduct will lead to dismissal without further warning.

**3.11.5** Step 4 – Termination of employment

If the Employee has failed to meet reasonable agreed standards of improvement in relation to his/her performance, attendance and/or conduct, or if the Employer has a third concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards of performance and/or conduct, the following process will be taken:

a) The Employer will explain its concern with the Employee's performance and/or conduct;

b) The Employer will give the Employee an opportunity to provide an explanation;

c) The Employer will consider the explanation and any relevant facts; and

d) If the Employer considers that the Employee's explanation is not reasonable, notice of dismissal may be given by the Employer.

### 3.12 Consultative Committee

a) The Parties to this Agreement agree that effective communication and consultation processes are essential for continuous workplace reform and resolving matters subject to the Agreement.

b) Employees will be appropriately consulted in respect of issues that impact on their employment conditions.

c) The Parties agree that a Consultative Committee will be established on the Project, and will normally comprise of equal numbers of management and employee representatives.

d) The Project Consultative Committee will deal with issues referred to them in relation to this Agreement. A meeting program for the Project Consultative Committee will be developed at the commencement of the Project.

e) The consultative committee will meet monthly or as agreed by the members of the committee. The chairperson will be responsible for issuing agendas and taking minutes.

f) The consultative committee's primary charter is to ensure good communication and consultation between the Parties concerning relevant issues that may affect the Project and the Employees, provided that the Employer is not required to disclose confidential or commercially sensitive information to relevant Employees.

g) Separate to the consultative committee process, clause 3.2 will apply and the Employer must consult with the Employees about major workplace changes that are likely to have a significant effect on the Employees.

h) The Employer will provide appropriate training during work time to ensure that Project Consultative Committee members can participate in the consultative process.

### 3.13 Anti-Discrimination, Equal Employment Opportunity and Sexual Harassment

a) The Employer is committed to complying with its obligations under anti-discrimination legislation and preventing unlawful discrimination and harassment within the workplace.

b) The Parties to this Agreement have an obligation to comply with sex discrimination and anti-discrimination legislation. The Employer expects all Employees to comply with its policies and procedures including those dealing with harassment and discrimination in the workplace and the Project Work Rules.

c) Any breach of the Employer discrimination and harassment policies will be treated by the Employer as a very serious matter and depending on the circumstances, may result in dismissal.

# PART 4 WORKPLACE HEALTH AND SAFETY

## 4.1 Safety Commitment

a) The Parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice and the Employer's policies and procedures.

b) The Employer has a legal obligation to exercise due diligence to ensure that the business complies with all Workplace Health and Safety laws and regulations. This includes making sure that the business has and uses appropriate resources and processes to eliminate or minimise the risks of working with silica and silica containing products and other airborne toxic substances

c) All Employees are required to contribute positively to Project safety, including raising concerns regarding safety with the Employer.

d) No Employee will be required to work in any unsafe area or situation. An employee or employees may cease, or refuse to carry out, work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.

## 4.2 Project Inductions

a) At the commencement of their first working day on the Project, all Employees will attend a Project Induction that includes Project safety procedures. The inductions will be presented by an Employer representative. For the avoidance of doubt, union officials, delegates, or other representatives of a building association will not be permitted to attend, facilitate or administer induction processes.

b) The Employer will not allow any Employee engaged on the Project to commence work until they have demonstrated, to the Employer's satisfaction, a clear understanding of the issues raised during inductions.

c) Employees are required to provide a copy of their Construction Induction Certificate (e.g. White Card), before commencement, as evidence of general industry safety induction before undertaking the Project Induction.

## 4.3 Induction Training

All Employees will receive an induction on or before their commencement on the Project that details issues including:

a) Project Overview;

b) Building Code 2016;

c) This Agreement including; Parties, Scope and Application of the Agreement, DPSP, general terms and conditions of employment;

d) Relevant Workplace Health and Safety, Quality and Environmental Procedures and expectations;

e) Code of conduct and workplace behaviour expectations;

f) Project/Site layout;

g) Respectful interface with community and road users; and

h) Work procedures.

On the successful completion of the Project Induction training program, Employees will be issued with an identification card which they must carry at all times.

### 4.4 Health & Safety Committee

a) The Employer will establish a Health & Safety Committee on the Project as appropriate in accordance with the *Work Health and Safety Act 2011* and corresponding Regulations. All Health and Safety Committee members will undertake an agreed silica awareness course and airborne toxic substance awareness courses as appropriate.

b) The Queensland Work Health and Safety Act 2011 ("WH&S Act") or any update at a State or Federal level, will apply to the Project. Where an activity or procedure for which there is no technical regulation is to proceed, reference will be made to the appropriate Australian Standard.

c) It is the intention of the parties that the Project will have a work group for the purposes of applicable OHS legislation.

d) The work group will elect a Health and Safety Representative and deputies in accordance with applicable OHS legislation.

e) The Health and Safety Representative will be allowed appropriate paid time during working hours to attend to legitimate job matters directly affecting the Employees he/she represents provided that the Health and Safety Representative first notifies their manager or supervisor. At all other times the Health and Safety Representative will perform productive work as directed by the Company. The role of Health and Safety Representative is not a full time role.

f) A Health and Safety Committee will be established on the Project in accordance with applicable WHS legislation;

g) The Health and Safety Committee shall include the Company's nominated Health and Safety Supervisor and the applicable Health and Safety Representatives for the Project;

h) The Health and Safety Committee shall meet as necessary to provide an overview of safety on the Project and assist in the promotion of a safe working environment on the Project site. The Health and Safety Committee shall minute the meetings and determine an action plan for the rectification of unsafe items; and

i) If a safety dispute arises which cannot be resolved by the Health and Safety Committee, the dispute may be resolved with the assistance of the applicable Regulator.

## 4.5 Fitness for Duty

a) The parties to this Agreement are committed to providing a safe, healthy and productive work environment. As part of this ongoing commitment, Employees will be required to participate in tests for alcohol and other drugs as required during their deployment on site.

b) For safety reasons Employees will need to be clean shaven while performing any work requiring a dust mask.

### 4.5.1 Alcohol and Other Drugs

a) The Parties to this Agreement are committed to creating and maintaining an environment where people recognise the health and safety risks of misusing alcohol and/or drugs in the workplace and community.

b) The Parties will comply with the requirements prescribed in applicable legislation, policies and procedures of the Employer, and site safety rules, in relation to alcohol and other drugs. These requirements will include, for example, alcohol and other drugs testing of Employees.

c) Employees who fail to comply with these requirements in relation to alcohol and other drugs (which may, depending on the circumstances, constitute serious misconduct), will be subject to disciplinary action in accordance with clause 3.11 of this Agreement.

d) Employees bound by this Agreement who require assistance and support with alcohol and/or other drugs issues, will have access to the Employer's employee assistance program or any other similar support service.

### 4.5.2 Non-Smoking

a) In the interests of work health and safety, smoking areas will be identified. Where an area is not designated it will be automatically a non-smoking area. Employees will be required to comply with the Project's smoke-free workplace policy.

b) Employees found smoking in non-smoking areas will be subject to disciplinary action in accordance with clause 3.11 of this Agreement.

## 4.6 Safety Incident Procedure

a) No Employee will be required to work in any unsafe area or situation and an employee or employees may cease, or refuse to carry out work if they have a reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.

b) This procedure will be in accordance with the WHS Act and corresponding Regulations. Parties will make all reasonable efforts to achieve a timely, final and effective resolution of the unsafe situation in accordance with this procedure.

c) Where an Employee becomes aware of an unsafe situation, the Employee must rectify the situation, if it is within their competence, is safe to do so and report the matter to management.

d) If a safety problem has been identified in a particular work area, the Work Area Health & Safety Representative will inspect the area with a management representative(s) and they will determine the appropriate action to be taken.

e) In the event Employees cease work due to a reasonable concern of an imminent risk to their health and safety will hold themselves available to be transferred elsewhere on the Project.

f) Work will cease only in areas immediately affected by a reasonable concern as to the existence of an imminent risk to health and safety.

g) Work in other areas will continue without interruption, and all Employees will remain available on site to carry out work in areas not immediately affected and/or to carry out rectification works.

h) Priority is to be given to safety rectification.

i) Should a safety dispute arise over whether one or more work areas are safe or not, the following procedure will apply:

   i. Where the situation cannot be rectified, immediate inspection of the affected area(s) will be carried out by Project Management and the Health & Safety representative(s);

   ii. As safety rectification work is agreed for any area, all Employees will immediately commence such rectification work;

   iii. Upon verification that such rectification has been completed, normal work will resume progressively in any area;

   iv. Employees will not leave the Project site unless directed to do so by the Employer, relevant Government authority or Emergency Services officials such as Police, Fire or Ambulance officers

j) For the sake of clarity, WHS policies and procedures are not incorporated in this Agreement and can be amended by the Employer as required, for example in the event of the WHS Act and Regulations being replaced or amended.

## 4.7 PPE

### 4.7.1 Mandatory Equipment

a) Employees will be provided, on commencement of employment, with a safety helmet, safety gloves and eye protection/safety glasses that meet Australian Standards.

b) The safety helmet and other items of personal protective equipment provided must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way, including any other paraphernalia not approved by the Employer.

c) Employees will be required to wear such clothing or equipment at all times as directed and/or required by the Employer. Any breach of this provision will give rise to disciplinary action. Disciplinary action taken under this clause may include verbal or written warnings and/or termination of employment.

d) Safety footwear will be supplied upon the commencement of employment. Damaged and/or worn PPE will be replaced on a fair wear and tear basis, provided they are produced to the Employer for inspection.

**4.7.2** Job Related Equipment

a) The Employer will provide all necessary safety protective clothing, equipment and materials for use on specific work tasks as follows:

i. Hearing protection e.g. ear plugs/muffs;

ii. Factor 30+ protective sunscreen;

iii. Eye protection, including, as approved by the Employer, prescription safety glasses or safety glasses that fit over prescription glasses, that meets Australian Standard;

iv. Safety gloves, that meets Australian Standard;

v. Safety boots (replaced as a result of fair wear and tear);

vi. Gumboots; (as required)

vii. Dust masks;

viii. Wet weather jacket; (as required)

ix. Safety vests;

x. Long trousers;

xi. Long Sleeve shirt.

**4.7.3** Clothing

The Employer will provide Employees with the following items of clothing to be worn while at work, which will be replaced as a result of fair wear and tear, provided they are produced to the Employer for inspection.

A set of clothing will consist of:

a) Five pairs of long trousers; and

b) Five high visibility long sleeve shirts.

c) All Employees engaged on the Project between 1 May and 30 September will be issued with one (1) high visibility winter jacket or agreed equivalent. Winter jackets will be replaced on a fair wear and tear basis, provided it is produced to the Company for inspection.

The type of jacket issued to Employees will be determined by the nature of work performed to ensure that the jacket is not unsafe for the work performed by each Employee.

## 4.8 Inclement Weather

a) Inclement weather means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed thereto to continue working whilst the same prevail.

a) The Employer and Employees will develop and implement procedures to ensure that productive work continues whenever and wherever it is safe and reasonable to do so.

b) In order to improve this area of lost productivity the following will apply to all Employees:

i. Employees will accept transfer to an area or site not affected by inclement weather if useful work is available in that area or site, that work is within the scope of the Employees skill, competence and training, and the Employer provides, where necessary, transport;

ii. The Employer and Employees agree to adopt measures that involve a reasonable approach as to what constitutes inclement weather;

iii. The Employer and Employees agree to the use of non-productive time arising from inclement weather for structured, relevant and meaningful training, skills enhancement and learning applications. Where this cannot be achieved, Employees will not unnecessarily be kept on site;

iv. Non-productive time arising from inclement weather can be used for monthly Project briefings;

v. Non-productive time arising from inclement weather can also be used for safe work procedure briefings and discussion of major work activities.

c) The Employer and Employees acknowledge that in the case of operators of plant with enclosed cabins, work will continue, subject to compliance with safe working procedures;

i. The Employer and Employees are committed to an early resumption of work following any cessation of work which may arise from inclement weather;

ii. The practice of 'one out all out' for inclement weather will not occur. Should a portion of the Project be affected by inclement weather, all other Employees not so affected will continue working in accordance with the appropriate Agreement provisions, regardless that some Employees may be entitled to cease work due to inclement weather;

iii. All Employees must be available to clean up and dewater relevant work areas as directed by the Employer and/or the Health & Safety Committee following inclement weather, regardless of classification.

d) Where the Employer determines that an Employee is not able to perform any work because of Inclement Weather, a full-time and part-time Employee shall be entitled to payment by the Employer for ordinary time lost through inclement weather and the effects of inclement weather for up to 32 hours in each calendar month (non-cumulative). This payment is subject to the Employee remaining on site in readiness to work.

e) After four (4) hours after the cessation of work from inclement weather the Employer may release employees for the remainder of the day, if information indicates that inclement weather will continue.

f) Where the maximum of 32 hours pay in any 4 week period is reached and an Employee cannot resume work because of Inclement Weather, the Employer will be entitled to stand down the Employee without pay until such time that the Employee is able to resume work, provided that the Employee may access accrued annual leave or accrued RDOs during the stand down period.

g) Critical Work in Rain – the Employer and Employees understand and accept that there may be occasions where certain critical work must be performed in the rain. Critical work includes but is not limited to: completion and protection of concrete pours, supply of material to site, spoil operations, critical shutdown activities, emergency work, any work required to ensure safety or environmental legal compliance.

h) Where an Employee is required and directed by the Employer to perform critical work in inclement weather, the following will apply:

i. Such work will be conducted subject to appropriate safety procedures being in place;

ii. Employees will be provided with wet weather gear, as appropriate;

iii. Employees will be provided with safety equipment and respite to minimise the impact of work in the rain;

iv. On completion of work in the rain and where it is expected that rain will cease in a timeframe where meaningful work can be undertaken:

(1) Employees may be provided with additional dry clothing to allow ordinary work to continue; or

(2) With the approval of the relevant area Superintendent, Employees who carry out critical work in the rain and who get wet as a result may be allowed to go home when critical work is completed.

v. Employees who are sent home with the approval of the Superintendent within their ordinary time hours, will be paid the balance of their ordinary hours at their ordinary rate of pay. Employees who are sent home with the approval of the relevant area Superintendent after completing their ordinary hours but prior to the end of their normal rostered shift will be paid for actual hours worked.

vi. Such critical work performed in inclement weather will be paid at the rate of double the Employee's Base Rate.

### 4.9 Learning and Development

a) The Employer will provide structured training, development and assessment for new entrants to the industry to offset skills shortages and ensure career progression opportunities are available, e.g. progression from new entrant to unskilled to semi-skilled to skilled, including developing individuals and teams in support of Project employment priorities.

b) The Employer will provide skills enhancement for Employees via a range of methods including but not limited to coaching, mentoring, exposure and competency based training model.

c) Training will be relevant and delivered in a suitable forum including Toolbox meetings and structured training programs. Where possible, training will result in a Nationally Recognised Statement of Attainment.

d) This Learning and Development program will provide Employees with industry wide recognised portable skills which will facilitate the development of their career path.

e) In line with the Employer's commitment to providing each employee with quality training to assist them in the performance of their functions on the Project, the Employer may schedule mandatory training for employees in accordance with this clause.

f) Employees required to attend training will be paid for the time spent training at the employee's Base Rate. Such training will be conducted during ordinary hours.

### 4.10 Traineeships

a) As part of its commitment to the long-term future of the industry, the Employer may engage Trainees. Trainees will be engaged in either a Certificate II traineeship or a Certificate III traineeship.

b) A Certificate II traineeship will consist of no less than 16 modules.

c) A Certificate III traineeship will consist of no less than 24 modules.

d) Trainees will be classified in the same manner as Employees in accordance with the classification structure in this Agreement and will be paid in accordance with the following table.

| Traineeship | Level of Completion | Rate of Pay |
|---|---|---|
| **Certificate II** | Less than 12 months | 75% of the relevant Base Rate |
| | 12 months or more and satisfactory completion of required units of competency | 85% of the relevant Base Rate |
| | On completion | Relevant Base Rate CW3 |
| **Certificate III** | Less than 12 months | 75% of the relevant Base Rate |
| | 12 months but less than 24 months and satisfactory completion of required units of competency | 85% of the relevant Base Rate |
| | 24 months or more and satisfactory completion of required units of competency | 95% of the relevant Base Rate |
| | On completion | Relevant Base Rate CW5 |

e) Where the Trainee was employed by the Employer immediately prior to entering into the traineeship, the Trainee will not suffer a reduction in pay by virtue of entering into a traineeship.

f) Trainees may undergo recognition of prior to learning (RPL) in order to satisfy competency requirements. Where this is the case, the Trainee will be deemed to have completed the relevant unit of competency on or after the date upon which the Registered Training Organisation (RTO) deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL will have the term of their traineeship reduced accordingly.

# PART 5 CLASSIFICATION STRUCTURES, RATES OF PAY, ALLOWANCES AND OTHER ENTITLEMENTS DEFINITIONS

## 5.1 Classification Structures and Rates of Pay

a) At the commencement of employment, each Employee will be appointed by the Employer to a classification level based on skills, qualification and experience and in consideration of the substance of duties required to be carried out at the time of the Project. The skill-based classification structure is set out in Appendices A.

b) Employees will be required to perform such duties as are within the limits of the Employee's skill, competence and training, including work that is incidental or peripheral to the Employee's main function.

c) The Base Rates for each classification level are prescribed at Appendices B. The Base Rates and allowances in this Agreement are in compensation for, amongst other things, all disabilities and/or special skills and/or special rates associated with, or likely to be associated with the Project.

d) Apprentices engaged by the Employer will be paid in accordance with Appendix D.

e) The Base Rates under this Agreement will be adjusted only in accordance with Appendices A or B. All wage increases during the life of the Agreement will be made in accordance with Appendix A or B and will take effect from the first full pay period after the effective date.

## 5.2 Higher Duties

a) Where an Employee on any day is required and has agreed to perform duties of a higher Base Rate of pay than the Employee's ordinary classification, the Employee will be paid at the higher hourly Base Rate for the work so performed.

b) The Employee will be paid the higher hourly Base Rate for the entire day or shift if the Employee is required to work at that Base Rate for more than two hours. Otherwise, the Employee will be paid the higher Base Rate for the time so worked.

c) Following the completion of activities under the higher classification, the Employee will revert to the Base Rate that is applicable to their classification prior to undertaking the higher duties.

d) Notwithstanding the above, Employees who are being trained to operate plant or equipment which would otherwise attract a higher Base Rate, will not be paid at the higher Base Rate until they are assessed as being competent, and there is a position available at the classification that attracts the higher Base Rate. This clause will be utilised by the Employer for the purposes of bona fide training, and will not be used by the Employer to simply avoid payment to Employees at a classification which attracts a higher Base Rate. Any dispute arising in relation to this issue will be dealt with in accordance with clause 3.10.

## 5.3 Daily Fare and Travel Allowance

a) A daily fare and travel allowance of $40.00 will be paid to each Employee for each day or shift the Employee reports to work and actually worked (including all RDO's).

b) This allowance will be a flat amount and not included in the calculation of overtime, leave or any other loadings.

c) This travel allowance will be in compensation for, amongst other things, any travelling time or expenses incurred by Employees travelling to and from the Project, mobilisation and location. No other payments for travelling to and from work will be payable to any Employee.

d) Employees who are provided a work vehicle by the Employer to take home each night are not eligible for the daily travel allowance.

e) For clarity, an employee is not entitled to be paid this allowance in respect of any unworked Public Holidays, or when they are on any other type of leave of absence (whether paid or unpaid).

### 5.4 Leading Hand Allowance

a) An Employee appointed by the Employer to be in charge of other Employees will be paid an Allowance in accordance with Appendix C. With specific responsibility of directing and/or supervising the work of other Employees. The Leading Hand Allowance will be all purpose.

b) The numbers of workers assigned to each leading hand may increase or decrease according to the nature and type of tasks being performed.

### 5.5 First Aid Allowance

a) An Employee who is qualified to provide first aid and is appointed by the Employer to be a first aider will be paid according to Appendix C a first aid allowance whilst the Employee maintains a current First Aid Certificate or a higher qualification.

b) The first aid allowance will be a flat amount and fixed for the life of the Agreement and will not be included in the calculation of overtime, leave or any shift or other loadings.

### 5.6 Overtime Meal Allowance

a) If an Employee is required to work more than two hours overtime after their ordinary hours of work, Monday to Friday, a payment of $22.00 for meals will be made.

b) In the circumstances where an Employee is required to work more than eight hours overtime on either Saturday or Sunday, a payment of $22.00 in lieu will be made.

c) This meal allowance will be a flat rate amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

### 5.7 Tradesperson Allowance

a) An Employee engaged as a Tradesperson as prescribed at Appendix A of this Agreement will receive an allowance per hour actually worked and set out in Appendix C; this allowance will be classified as a flat allowance.

### 5.8 Superannuation

a) The Employer shall pay superannuation in accordance with the Superanuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time. Superannuation for employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

The Employer will contribute on behalf of each Employee the following amount of ordinary time earnings:

i. 9.5% - effective first full pay period July 2020

ii. 10% - effective first full pay period July 2021;

iii. 10.5% - effective first full pay period July 2022; and

iv. 11% - effective first full pay period July 2023.

b) The Employer will make superannuation contributions in accordance with the requirement under the *Superannuation Guarantee and Administration Act 1992* (Cth) into a superannuation fund nominated by the Employee calculated on *Ordinary Time Earnings* (*OTE*). The employer contribution will be the statutory contribution rate (currently 9.50% of *OTE)* and will remain for the duration of this Agreement unless amended by legislation.

c) Where an Employee does not nominate a superannuation fund, Australian Super or CBUS will be the default fund.

d) Employees can elect to "salary sacrifice" for additional superannuation contributions provided that:

v. the arrangement complies with the relevant legislation and Employer policy as amended from time to time;

vi. the Employee notifies the Employer of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;

vii. the superannuation fund is a complying superannuation fund; and

viii. the amount to be paid into the superannuation fund plus any balance of wage and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.

e) Where an Employee elects the option of salary sacrificing some of their wages, there must be a signed agreement between the Employee and the Employer. This option must remain for a period of not less than six months, unless exceptional circumstances apply.

f) All superannuation contributions will be paid according to applicable fund requirements.

## 5.9 Redundancy

a) The Employer will make redundancy contributions for Employees covered by this Agreement to the ACIRT Redundancy Fund.

b) Contributions will be made on a pro rata basis for any partial week worked. An employee will accrue at the daily rate of $16.92 for each day that ordinary hours are worked to a maximum of $84.60 per week.

c) Where an employee takes an unauthorised absence, the employee will not accrue redundancy entitlements for that day.

d) The Employer contribution to this Fund will be as per the following table:

| Operative date | Contribution per week per Employee |
|---|---|
| Date of approval of the Agreement by the Fair Work Commission. | $84.60 |

e) The contributions will be paid monthly into ACIRT in accordance with the requirements of the Trust.

f) The payments under this clause are inclusive of any statutory entitlements an Employee may have to severance or redundancy payments.

# PART 6 HOURS OF WORK, OVERTIME and RDO'S

## 6.1 Hours of Work

### Ordinary Hours

a) The nominal ordinary hours shall be 36 hours per week over a four (4) week cycle to be worked between 6am and 6pm Monday to Friday. The daily ordinary hours will not exceed eight (8) hours per day.

b) It will be available to the Employer and affected Employees to agree to work alternate hours of work that provide an average of 36 hours a week over a nominated four (4) week cycle. These cycles may include weekends to suit project requirements.

c) Ordinary Hours worked on weekends shall be paid as follows:

(i) On Saturday at the rate of time and one half of the Employee's Wage Rate for the first two (2) Ordinary Hours and at double the Employee's Wage Rate for all Ordinary Hours worked thereafter;

(ii) On Sunday: at double the Employee's Wage Rate for all Ordinary Hours worked;

(iii) Provided that such Ordinary Hours worked in accordance with Clause 6.1 c):

A) shall be counted toward an Employee's average hours per four (4) week period; and

B) the rates in Subclauses 6.1 b) (i) and 6.1 b) (ii) apply in lieu of any applicable shift loading.

d) Start and finish times

Start and finish locations(s) and time(s) shall be designed to support production and maximise equipment operating hours and maintenance time, to suit the needs of a project. These may be altered by the provision of 24 hours' notice to the Employee.

### Overtime

c) Employees will be required to work reasonable weekend and non-weekend overtime when requested, as determined by the Employer, to meet the needs of the Employer's contractual requirements for completion of work on the Project.

d) Monday to Friday

Day workers will be paid one and a half times the Base Rate for the first 2 hours of overtime worked on a day Monday to Friday and double the relevant ordinary Base Rate thereafter

e) Saturday

Day Workers will be paid one and a half times the Base Rate for the first 2 hours of overtime worked on a Saturday and double the relevant ordinary Base Rate thereafter.

A Day Worker required to work on a Saturday will be paid a minimum of four hours' work at the appropriate rates.

f) Sunday

Day Workers will be paid double the relevant ordinary Base Rate for all hours worked on a Sunday.

A Day Worker required to work on a Sunday will be paid a minimum of four hours' work at the appropriate rate

g) Tool Box and Pre-Start meetings will generally be held prior to the commencement of each shift. Employees will be ready for work at the commencement of the Tool Box or Pre-Start and meetings will be paid at the Employee's Base Rate and forms part of the Employees ordinary hours.

**6.1.1** Meal and Rest Breaks

a) For each shift or day where a minimum of 8 ordinary hours are worked, there will be a 20 minute paid break and an unpaid 30-minute meal break. For Day Workers, this 30 minute meal break is not counted as time worked.

a) The times of taking the breaks will be agreed between the Employer and the majority of Employees affected and shall be taken to suit the continuity of work.

b) Day Workers will take a 30-minute paid meal break in excess of 8 hours worked after commencement on a Saturday and Sunday.

c) Day Workers will receive a paid 20-minute break after the conclusion of 2 hours overtime following ordinary hours provided the Employee is to continue overtime. The Employee is further entitled to paid 20-minute breaks at the conclusion of every 4 hours overtime.

d) Day Workers will receive a paid 20-minute break after the first 4 hours of overtime work on the weekend. If the overtime continues beyond a further four hours after taking of the break, the employee will receive an additional paid 20-minute break.

**6.1.2** Deferment and Staggering of Meal or Rest Breaks

a) It may be necessary for the Employer to defer a meal or rest break to enable the completion of the task at hand in a timely manner. The deferment of the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than one hour, the Employee will be paid double the relevant ordinary Base Rate for the duration of the deferment which is in excess of one hour until the completion of the meal break.

b) Meal or rest breaks may be staggered between individual Employees to allow operations to continue without interruption.

## 6.2 Shift Workers

**6.2.1** Weekdays

a) Shift Workers will be paid the following rates for ordinary hours worked on a weekday:

   i. Day Shift – Base Rate;

   ii. Afternoon Shift – Base Rate plus 15% of the Base Rate; and

   iii. Night Shift – Base Rate plus 30% of the Base Rate.

b) All time worked in excess of an Employee's ordinary hours, Monday to Friday, will be paid at double the relevant Base Rate. Where an Employee is engaged on shift work and the shift roster includes a regular overtime shift (weekdays or weekends), attendance at the additional shift is considered mandatory.

c) The ordinary hours of both afternoon and night shift will be 8 hours daily inclusive of meal breaks.

**6.2.2** Weekends

a) All hours worked by Shift Workers on weekends will be paid at double the relevant Base Rate (subject to clauses (b) and (c) below).

b) An Afternoon Shift commencing at or after 6.00pm on a Sunday and a Night Shift commencing at or after 10.00pm on a Sunday will be paid as a weekday Afternoon or Night Shift and not as weekend.

c) Where a Shift Worker is working under a 5 day shift pattern from Monday to Friday, and the 5th shift in that pattern is an Afternoon Shift or Night Shift that commences on the Friday but ends on the Saturday, the Shift Worker will be paid for that 5th shift as a weekday Afternoon Shift or Night Shift, and not as a weekend.

d) Under no circumstances will an Employee be entitled to shift loading pursuant to this clause and overtime rates at the same time. For clarity, an Employee will receive either the relevant shift loading, or the overtime rate prescribed in this Agreement, but not both.

**6.2.3** Meal and Rest Breaks

a) Shift Workers will take a 30-minute meal break and the meal break will be counted as time worked when on shift work.

b) There will be one daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project. The times of taking the breaks will be agreed between the Employer and the majority of Employees affected.

**6.2.4** Notice

The Employer will give relevant Employees at least 48 hours' notice that they will need to commence shift work. Except in the case of emergencies or where there is a machinery breakdown, Employees will be given 48 hours' notice of variation to their shift roster.

**6.2.5** Broken Shifts

a) Where an Employee receives less than 48 hours' notice and the shift continue for less than 5 consecutive days, the Employee is considered to be working a broken shift.

b) In the case of broken shifts (a shift that departs from the Employee's established shift roster) (i.e. does not fall within the definition of Shift Work in this Agreement – see Definition of Shift Worker"), the Employee will receive the overtime rate for Day Workers on weekdays as prescribed at clause 6.2.1 b) for the duration of the broken shifts.

## 6.3 Recall

a) An Employee recalled to work overtime after leaving the Project (whether notified before or after leaving the Project) will be paid for a minimum of 4 hours' work at the appropriate rate for each time the Employee is recalled.

b) Except in the case of unforeseen circumstances arising, an Employee so recalled will not be required to work the full 4 hours if the jobs the Employee was recalled to perform is completed within a shorter period.

c) Employees will receive the appropriate overtime rate including an entitlement to an additional payment for Daily Fares and Travel allowance for that day.

### 6.4 Rest period after Overtime

a) An Employee who works so much Overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day and has not had at least 10 consecutive hours off duty between these times will, subject to this clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

b) If, on the instructions of the Employer, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee will be paid double time until he/or she is released from duty for a ten-hour rest period.

c) The provisions of this clause will apply in the case of Employees on shift work who rotate from one shift to another as if 8 hours were substituted for ten hours if overtime is worked:

   i. For the purpose of changing shift rosters; or

   ii. Where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or

   iii. Where a shift is worked by arrangement between the Employer and Employee.

d) Except as provided for in this clause, the Employer may require any Employee to work reasonable overtime.

### 6.5 Cancellation of Weekend Overtime

a) In circumstances, including but not limited to, plant failure, actual or forecast inclement weather, or cancelled material delivery, the Employer may cancel planned weekend overtime. The Employer will endeavour to notify affected Employees of weekend overtime cancellation by lunchtime on Fridays. However, the Employer reserves the right, in exceptional circumstances, to notify Employees of weekend overtime cancellation by no later than normal finishing time on Fridays. This will include posting of the notice of cancellation of weekend overtime on the noticeboard.

b) Equally, Employees through circumstances may find themselves unable to fulfil their commitment to attend the Project for planned weekend overtime. Such Employees will notify the Employer before the planned finishing time on Friday, with reasonable consideration given to exceptional circumstances of any late notification.

### 6.6 Work Throughs

a) Work throughs under this clause (6.6) are where Employees are directed by the Employer at the commencement of their shift/work day to maintain operations to keep equipment and/or plant running to facilitate work flows, and as such, are unable to take their normal scheduled meal breaks, at their crib room/amenities.

b) Work crews, when directed by the Employer, will work through normal scheduled meal breaks, provided that each of these Employees are entitled to pause for a reasonable time to refresh themselves. A reasonable break for the purposes of this clause will be generally a minimum of 20 minutes duration and taken when appropriate, at the location of the work operation.

c) In recognition of this work pattern, when Employees are required to maintain operations under this clause, they will receive an additional one (1) hour's pay, accruing every four (4) hour block after the normal meal break time, paid at double time. This payment is in lieu of the normal scheduled meal breaks and ability to take such a break at their crib room/amenities. This will not apply where Employees have their meal breaks rescheduled in accordance with this Agreement.

### 6.7 Rostered Days Off

a) For each 8 hour ordinary day or shift worked, 0.8 of an hour's pay will accrue towards payment for a Rostered Day Off ("RDO"). An equivalent number of hours over an average 7.2 ordinary hour day will accumulate in respect of day where fewer than 8 ordinary hours are scheduled.

b) It is the intention of this Agreement that there will be 6 scheduled RDO's observed for each year of this Agreement. Requirements of the Project and the program will determine the work roster and/or shift roster. There will be requirements to adjust RDO's (including any scheduled RDO's) during the life of the Project to meet the needs and program of the Project.

c) In the event that there is a requirement for work to be carried out on scheduled RDO's the Employer will, in advance of this requirement, notify, consult and reach agreement with effected Employees to perform this work. Agreement to perform this work will not be unreasonably withheld by an affected Employee.

d) To allow greater continuity of operation, the Employer and Employees may also agree to move or bank RDOs when such entitlement is due.

e) The Employer is committed to encouraging all Employees to take their accrued RDO's on a regular basis during the Project to maintain a satisfactory work/life balance.

f) It is the Employer's intention to have regular communication regarding the Project and the scheduling of RDO's.

g) Where an Employee does not have sufficient RDO hours accrued at the time of a scheduled RDO, the Employee may elect to take annual leave or some other form of leave.

h) The following is agreed in respect of RDO's:

   i. If an RDO is moved or banked, the Employer will not be required to pay overtime rates for any RDO worked in these circumstances;

   ii. Where the Employee terminates employment before any moved or banked RDO is taken, the moved or banked RDO will be paid at the Employee's relevant and applicable Base Rate at the time of termination;

   iii. RDO's do not accrue while Employees are on unpaid or unauthorised leave or while taking RDOs

   iv. Accrued RDO's will be paid out at the applicable rate including any all-purpose allowances.

# PART 7 LEAVE ENTITLEMENTS

## 7.1 Annual Leave

a) An Employee will accrue paid annual leave at the rate of 4 weeks (for each 12-month period of continuous service). Annual leave is paid based on 36 hours per week at the Base Rate paid to the Employee immediately prior to the leave plus a loading of 17.5% to compensate for the lost opportunity to work overtime during any period of annual leave (plus Leading Hand allowance if applicable). For the period, if any, that an Employee is engaged as a Shift Worker for the purposes of the National Employment Standards as defined by this Agreement, they will be entitled to a pro-rata accrual of 5 weeks (maximum) of annual leave per annum.

b) An Employee who would have received shift loadings prescribed by this Agreement had they not been on Annual Leave, will forgo the Annual Leave loading and will be entitled to the higher shift loadings.

c) The loading prescribed in 7.1(a) or (b), will apply to accrued but untaken annual leave on lawful termination.

d) The period of annual leave will be exclusive of any public holiday that occurs during the period.

e) The Employer may direct Employees to take accrued annual leave on one month's notice, the Employer will generally close down the Project for one or more weeks over the Christmas – New Year period and in these cases, Employees will generally be required to ensure that they have sufficient Annual Leave remaining to enable them to take leave for the period of the shutdown. In the event that they do not have Annual Leave or RDO accruals, the Employee may be required to take Leave Without Pay for such period or a combination of Annual Leave, RDO and Leave Without Pay.

f) Unless otherwise agreed, one month's notice of the start of annual leave will be given by Employees. Annual leave may be taken in any combination of days or weeks agreed between the Employer and the Employee.

g) An Employee going on leave will be paid their wages in accordance with the normal pay cycle unless alternative arrangements have been agreed to with the Employer before the leave is taken.

h) Where an Employee has exhausted Annual Leave entitlements, leave without pay may be considered by the Employer and approval of such leave will be at the Employer's sole discretion. The Employee must make a formal request in writing providing a valid reason for such a request. If leave without pay is granted to the Employee, the Employee will not accrue any entitlements for the duration of leave without pay.

i) Accrued annual leave is paid out on termination of employment.

## 7.2 Personal/Carer's Leave

a) Employees will be entitled to accrue ten (10) days paid personal/carer's leave (including sick leave) per annum, based on the Employee's base rate of pay, in accordance with the FW Act.

b) Paid personal/carer's leave accrues progressively during the year.

c) An Employee will not be entitled to be paid personal/carer's leave for more ordinary hours than the Employee would have worked on the day.

d) Sick Leave is not paid while an employee is receiving Workers' Compensation.

e) Personal/carer's leave will be paid at the Employee's Base Rate for ordinary hours that the Employee would have worked on that day. To be paid personal/carer's leave, the employee must meet the following requirements:

i. Have accrued personal/carer's leave;

ii. Notify their Supervisor of the absence as soon as possible and no later than four hours from the Employee's start time If the Employee fails to notify their Supervisor as soon as practicable (and not later than four hours from the Employee's start time), without good cause, this will constitute unauthorised unpaid leave. Such occurrence may commence counselling in accordance with the procedure set out in clause 3.11.

iii. Advise the Employer how long the absence on personal leave is likely to be;

iv. Produce evidence to the Employer of the illness or injury or the need to use personal leave, provided that where an Employee is absent on personal leave for two consecutive days or more or on more than two single day absences in any year, evidence satisfactory to the Employer will mean a medical certificate from a registered Health Practitioner or Statutory Declaration stating the nature of the illness and the period the Employee will be unable to work.

f) Personal/carer's leave will accumulate from year to year.

g) Accrued, but untaken, personal/carer's leave is paid out on redundancy or at the completion of the Project. Where an Employee is terminated in accordance with clause 3.7 (f) and (g), payment for unused personal/carer's leave will not occur.

h) An Employee will be granted paid personal/carer's leave up to the limit of their accrued entitlement.

i) On each occasion that an Employee takes carer's leave, the Employee must provide the Employer with a medical certificate from a registered Health Practitioner or complete a Statutory Declaration stating that the Employee, or an immediate family or household member for whom the Employee was caring, was or is unwell and that the Employee was unable to attend for work on that occasion. This requirement may be modified at the Employer's sole discretion. In the case of an unexpected emergency, proof may be required in a form determined by the Employer.

**7.2.1** Unpaid Carer's Leave

a) Employees are entitled to a period of up to two (2) days unpaid carer's leave for each occasion that an immediate family member or other member of the Employee's household requires care and support because of an illness, injury or unexpected emergency and the Employee has exhausted all of their paid personal/carer's leave. The Employer will consider an individual Employee's circumstances in respect of requests for any further unpaid carer's leave.

b) The Employee will provide notice to the Employer as soon as reasonably practicable. The Employer may require an employee to provide to the Employer in accordance with the National Employment Standards documentary evidence confirming the need to take such leave.

### 7.2.2 Absenteeism

If an Employee is taking personal/carer's leave such that there is an indication of a pattern of regular and/or excessive absenteeism, the Employer may commence counselling in accordance with the procedure set out in clause 3.11.

## 7.3 Compassionate Leave

a) Employees will be entitled to Compassionate Leave in accordance with the FW Act.

b) An Employee will be entitled to a period of two (2) days paid Compassionate Leave for each occasion when a member of the Employee's immediate family or a member of the Employee's immediate household contracts or develops a personal illness that poses a serious threat to his/her life; or sustains a personal injury that poses a serious threat to his/her life; or dies.

c) The Employee will provide notice to the Employer as soon as reasonably practicable.

d) The Employer may require an Employee to provide to the Employer, in accordance with the FW Act documentary evidence confirming the need to take such leave.

e) The Employer, at its sole discretion, may grant up to ten working days of unpaid Leave in accordance with this clause.

## 7.4 Parental Leave

Employees will be entitled to Parental Leave in accordance with applicable legislation (e.g., the FW Act, and the *Paid Parental Leave Act 2010* (Cth)).

## 7.5 Long Service Leave

The Employer will register each Employee in the QLeave scheme for the duration of the Employees period of employment on the Project.

## 7.6 Community Service Leave

Employees will be entitled to Community Service Leave in accordance with the FW Act.

## 7.7 Family & Domestic Violence Leave

a) Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful. Family member means:

   i. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or

   ii. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

   iii. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee. Any reference to a spouse or de facto partner in the definition of family member includes a former spouse or de facto partner.

b) An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

i. the leave is available in full at the start of each 12 month period of the Employee's employment; and

ii. the leave does not accumulate from year to year; and

iii. is available in full to part-time and casual Employees.

c) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

d) The Employer and Employee may agree that the Employee can take additional unpaid leave to deal with family and domestic violence should the Employee exceed the 10 days.

## 7.8 Taking Paid Leave

An Employee may take paid leave to deal with family and domestic violence if the Employee:

a) is experiencing family and domestic violence; and

b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

## 7.9 Public Holidays

a) All Employees (except for casual employees) will be entitled to the following Public Holidays without deduction of ordinary time earnings:

i. New Year's Day;

ii. Australia Day;

iii. Good Friday;

iv. Easter Saturday;

v. Easter Sunday

vi. Easter Monday;

vii. Anzac Day;

viii. Labour Day;

ix. Exhibition Holiday;

x. Queen's Birthday;

xi. Christmas Day;

xii. Boxing Day; or

xiii. Any other day, or part day, declared or prescribed by or under a law of the State of Queensland as a Public Holiday, other than a day or part-day or a kind of day or part-day that is excluded by the Fair Work Regulations 2009 (Cth) from counting as a Public Holiday.

b) A Day Worker required to work on a Public Holiday nominated herein will be paid at the rate of double time and a half of their Base Rate for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.

c) A Shift Worker on Afternoon Shift or Night Shift rostered to work on a Public Holiday nominated herein will be paid at the rate of double time and a half of their Base Rate for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.

d) Shift Worker(s) (excluding casuals) will be paid their ordinary time earnings for a Public Holiday they are rostered to work but are not required to work. This also includes payment for Public Holiday's that fall on a day that the Employee is not rostered to work. This clause 7.9(d) will only apply when the Public Holiday(s), as provided for in clause 7.9(a), which falls on any day between Monday and Friday.

e) Employees required to work on a Public Holiday will be afforded a minimum of 4 hours' work, or be paid as such.

f) It will be available for the Employer and a majority of the affected Employees to substitute a nominated Public Holiday for another day and the prescriptions of this clause 7.9 will apply to the substituted day.

# PART 8 ADMINISTRATION

## 8.1 Income Protection

The Employer will maintain income protection insurance (sickness and injury) for Employees covered by this Agreement. The benefit will be provided by Chifley Financial Services Limited or another provider agreed between the parties. The cost to the Employer shall not exceed $130.00 per person per month initially and then shall increase by no more than 3% per annum from the dates applicable to increases to the Base Rate. The Policy will be maintained whilst the Employee is employed on the Project.

## 8.2 Payment of Wages

a) Payment will be by direct electronic funds transfer to the Employee's nominated financial institution account(s).

b) Employees are required to nominate to the Employer the account(s) at a bank or other financial institution at the time of engagement.

c) The pay week will be from Monday to Sunday, with wages being transferred to the Employees nominated financial institution on the following Thursday.

d) Where a payment falls on a public holiday, the Employer will make the payment in respect of Employees on the following working day.

e) All wage increases during the life of this Agreement will be made in accordance with Appendices B and will take effect from the first full pay period after the effective date.

f) Any overpayment of wages made to the Employee in error by the Employer will, by written agreement with the Employee, be deducted over a negotiated period (but not longer than six (6) weeks) and must be repaid while the Employee is employed by the Employer.

g) Employees will not unreasonably withhold consent for reimbursement of overpayment of wages.

## 8.3 The role of the AWU and AWU Delegates

a) All parties to this Agreement acknowledge that employees have the right and expectation of representation from genuine employee representatives in employment matters. The Company will not interfere in the selection of employee representatives.

b) The Company acknowledges that Union members employed by the Company have a right to be represented by the Union in any consultation or dispute resolution arrangements in this Agreement, and recognises:

i. The role of the AWU and AWU delegates in representing Union members in employment matters and collective bargaining; and

ii. Without diluting the role of the employee's supervisor, an AWU delegate is one point of contact for an employee who has an employment related grievance, or grievance, query or concern arising under the terms of this Agreement; and

iii. That the AWU has a legitimate interest in ensuring that delegates can properly perform these representative functions which includes holding Union discussions with employees during meal breaks, whjch will be free from any unreasonable interference

iv. The AWU can hold Union meetings in accordance with part 3-4 of the Fair Work Act 2009, or any other relevant legislation such as workplace health and safety legislation, with such meetings being free from any unreasonable interference.

c) For the removal of doubt, nothing in this clause grants an entitlement on any party to represent an employee without being appointed to do so by that employee.

d) The Company must not take any steps or adopt any policies or procedures that discourage employees from becoming financial members of the AWU or any other Union.

e) In order to assist the AWU delegate to effectively discharge his or her duties and responsibilities, subject to supervisor approval the Company will grant AWU delegates reasonable paid time off work to:

i. Discuss work-related matters of concern to any employee or to communicate information relating to the workplace to employees during working hours;

ii. Attend industrial tribunals and/or courts where they have been requested to do so by an employee who they represent (which may include themselves) in a particular dispute in his or her workplace;

iii. Assist and represent employees who have requested them to do so in respect of a dispute arising in his or her workplace, including by preparing, attending and participating in dispute resolution proceedings and collective bargaining meetings and proceedings;

iv. Consult and confer with Officials of the AWU;

v. Consult with the Company including participating in any consultation process set out under this Agreement;

vi. Attend relevant training;

vii. Participate in any bargaining for an agreement to replace this Agreement; and

viii. Attend AWU-authorised functions.

f) At all other times the AWU delegate will perform productive work within his or her range of competence and qualifications as directed.

g) The Company will not subject the AWU delegate to any material disadvantage in his or her present or future employment opportunities due to them performing or having performed the role of a delegate.

h) The Company will provide a noticeboard in a prominent location in the workplace that is accessible to all employees and allow the AWU delegate to post notices and information on those noticeboards, provided that any material displayed complies with the law and the Building Code.

i) The Company may remove any material from these noticeboards if that material does not comply with the requirements of the Building Code.

j) The Company must provide the AWU delegate with reasonable access to:

i. A telephone in a location capable of providing privacy or a mobile phone;

ii. Photocopying facilities and stationery;

iii. A computer, internet, email;

iv. A table and chairs; and

v. A lockable filing cabinet.

k) Nothing in this clause requires the Company to supply the AWU delegate with dedicated office space to perform his or her duties as a delegate.

l) The Company will respect the privacy of the delegate's use of the facilities and will not monitor the delegate's communications when using those facilities.

m) An Official of the AWU may enter a site where building work is being performed for a purpose for which a Right of Entry exists under Part 3-4 of the Fair Work Act 2009 or under any other relevant legislation, such as workplace health and safety legislation. The Company must not hinder or obstruct the Official.

### 8.4 Training for Employee Representatives and AWU Delegates

a) Each employee representative and AWU delegate, upon application in writing, will be granted up to 5 days leave with pay each calendar year, non-cumulative, to attend courses conducted by an employee organisation or a training provider that are designed to provide skills and competencies that will assist the employee representative or AWU delegate to perform his or her functions effectively, including contributing to the prompt resolution of disputes and/or grievances in the workplace.

b) The application to the Company must be in writing, and include the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training. The granting of leave pursuant to this clause will be subject to the Company being able to make adequate staffing arrangements amongst current employees

during the period of such leave. The Company will not use this subclause to avoid an obligation under this clause.

c) Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement. Each employee on leave approved in accordance with this clause will be paid as if they had worked their normal rostered shift. For the purpose of this subclause, 'ordinary time earnings' for an employee means the classification rate, over-award payment, and superannuation that otherwise would have been payable.

d) All expenses, such as travel, accommodation and meals, associated with or incurred by the employee attending a training course as provided with this clause shall be the responsibility of the employee.

e) An employee may be required to satisfy the Company of attendance at the course to qualify for payment of leave. An employee granted leave pursuant to this clause, will, upon request, inform the Company of the nature of the course attended and his or her observations regarding the course.

### 8.5 Compliance with Statutory Requirements

The Parties shall adhere to the requirements of all applicable Acts of Parliament of the Commonwealth and State and therefore comply with the relevant requirements of all those ordinances, regulations, by-laws, orders and proclamations made or Issued under any applicable Act.

### 8.6 Severability

a) It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the FW Act.

b) The severance of any term of this Agreement that is in whole, or in part, of no effect by virtue of the operation of s.253 of the FW Act will not be taken affect the binding force and effect of the remainder of the Agreement.

c) To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

### 8.7 Employee Awareness

a) Employees will be provided with a copy of this Agreement in their letter of offer and copies will be available on the Project.

### 8.8 Immigration Compliance

a) The Employer recognises its obligations in respect of compliance with applicable Australian immigration laws.

b) Prospective Employees may be required to complete an authority which authorises the Employer to obtain from the Department of Immigration and Citizenship, details of their immigration status.

c) No person, other than an Australian Citizen or Permanent Resident, will be employed by the Employer unless it is verified that they have the Right to Work in Australia.

## 8.9 Living Away From Home Allowance

a) An Employee who is required to work at a nominal distance of 80 km from their usual place of residence that is assessed by the Employer as unreasonable to return home to each day will be entitled to reasonable board and accommodation or be paid a living away from home allowance provided in Appendix C.

b) The requirement to work at a distance from the Employee's usual place of residence and the payment of living away from home allowance will be subject to the written agreement between the Employer and Employee.

## PART 9 SIGNATORIES

**Signed for and on behalf of CPB Contractors Pty Ltd, 520 Wickham St, Fortitude Valley QLD 4006.**

**I am authorised by CPB Contractors Pty Ltd to sign this Enterprise Agreement on its behalf.**

**By:**

Name Vince Sanfilippo

Position General Manager Queensland & PNG

On 12/05/2021

*Date* *Signature*

[redacted]

In the presence of

Chris Butler

*Name*

[redacted]

*Signature*

**Signed for and on behalf of The Australian Workers Union, Queensland Branch – Level 13, 333 Adelaide Street, Brisbane QLD 4000.**

**I am authorised by the rules of the Australian Workers Union to sign this Enterprise Agreement on its behalf.**

**By:**

Name Stephen Baker

Position Branch Secretary

On 12/05/2021

*Date* *Signature*

[redacted]

In the presence of

Melinda Chisholm

*Name*

[redacted]

*Signature*

JUSTICE OF THE PEACE (QUALIFIED) QUEENSLAND GOVERNMENT Reg. No: 1119 24 DEPARTMENT OF JUSTICE & ATTORNEY-GENERAL

# *Appendix A* CLASSIFICATION STRUCTURE

## Civil Worker Classifications

The Civil Worker (CW) classifications will apply to Employees performing work of the nature of Civil Construction who are engaged in the classifications set out below, and are employed to perform the works set out in clause 2.3 of this Agreement.

**Determination of Classification for individual Employees**:

1. The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.
2. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.
3. Individual classification levels will only change where the primary task for which the individual is engaged changes.

| | **Indicative Classification** |
|---|---|
| **CW1** | New Entrant (an entry level with less than 12 months experience)<br>General Labourer<br>Stores Assistant |
| **CW2** | Skilled General Labourer<br>Earthworks Trim Grade Checker<br>Heavy Plant Spotter<br>Concrete Gang<br>Concrete Float Hand<br>Store-person<br>Yardperson<br>Chainperson |
| **CW3** | Elevated Work Platform Operator with Ticket<br>Concrete Finisher<br>Road Roller Operator under 12T<br>Heavy Mobile Plant Operator (0-5T)<br>Steel fixer<br>Ticketed Forklift/ Bobcat Driver<br>Ticketed Rigger/Scaffolder/Dogman<br>Telehandler (Up to 4.5T)<br>Hiab Operator<br>Shotcreter<br>Shotcrete Crew |
| **CW4** | Concrete Line Pump Operator<br>Road Roller Operator 12T and over<br>Concrete Finisher<br>Concrete Paving Spreader<br>Form Setter<br>Ticketed Intermediate Rigger or Ticketed Intermediate Scaffolder<br>Non-certified Tradesperson |
| **CW5** | Trade Qualified Tradesperson<br>Crane Operator (5-20T)<br>Operators of:<br>Tractor up to but not exceeding 48kw (65bhp),<br>Skid Steer Excavator up to but not exceeding 48kw (65bhp),<br>Dumper/Water Cart not exceeding 40T,<br>Mobile Concrete Pump Boom,<br>Forklift not exceeding 48kw,<br>Multi ticketed advanced Rigger and Scaffolder (holding advanced tickets in both and utlising both skills)<br>Shotcrete Placing Machine, Paver |
| **CW6** | Heavy Mobile Plant Operator (>20T-60T) |

| | |
|---|---|
| | Operators of:<br>Tractor 48kw up to but not exceeding 370kw,<br>Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980,<br>Dry Batch Plant, Pug Mill,<br>Skid Steer Tractor from 48kw,<br>Forklift from 48kw but not exceeding 220kw,<br>Excavator not exceeding 3cubic metres,<br>Dumper/Water Cart over 40T but not exceeding 100T,<br>Dozer D8 without GPS,<br>Compactor 825 without GPS,<br>Graders 140,143,14,16 without GPS |
| **CW7** | Heavy Mobile Plant Operator (>60-100T)<br>Operators of:<br>Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer,<br>Excavator from 3 cubic metres,<br>Loader-Front End and Overhead from 370kw up to but not exceeding 450kw,<br>Wet batch Plant, Scraper 651,<br>Compactor 825 with GPS,<br>Graders 140,143,14,16 with GPS,<br>Dozer D8 with GPS |
| **CW8** | Heavy Mobile Plant Operator (>100T)<br>Operators of:<br>Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637 |

## *Appendix B* BASE RATES OF PAY

The Base Rates of pay for each classification will as prescribed in Appendix A, escalate from the first full pay period after the indicated escalation date as follows.

**Table 1 Wage rates**

| Classification | Commencement of Agreement | 1/07/2022 | 1/07/2023 |
|---|---|---|---|
| | rate per hour | rate per hour | rate per hour |
| CW1 | $35.14 | $36.19 | $37.28 |
| CW2 | $37.15 | $38.26 | $39.41 |
| CW3 | $37.96 | $39.10 | $40.27 |
| CW4 | $39.56 | $40.75 | $41.97 |
| CW5 | $41.17 | $42.41 | $43.68 |
| CW6 | $43.08 | $44.37 | $45.70 |
| CW7 | $45.19 | $46.55 | $47.94 |
| CW8 | $47.20 | $48.62 | $50.07 |

**Table 2: Apprentice Wage Rates**

| Level | % of CW5 (Trade Rate) | On Commencement | 1/07/2022 | 1/07/2023 |
|---|---|---|---|---|
| Stage 1 | 55% | $22.64 | $23.32 | $24.02 |
| Stage 2 | 65% | $26.76 | $27.56 | $28.39 |
| Stage 3 | 75% | $30.88 | $31.80 | $32.76 |
| Stage 4 | 85% | $34.99 | $36.04 | $37.13 |

**Table 3: Adult Apprentice Wage Rates**

| Level | % of CW5 (Trade Rate) | On commencement 2021 | 1/07/2022 | 1/07/2023 |
|---|---|---|---|---|
| Stage 1 | 60% | $24.70 | $25.44 | $26.21 |
| Stage 2 | 70% | $28.82 | $29.68 | $30.57 |
| Stage 3 | 80% | $32.94 | $33.92 | $34.94 |
| Stage 4 | 90% | $37.05 | $38.16 | $39.31 |

## *Appendix C* ALLOWANCES & CONTRIBUTIONS

| Allowance | On Commencement | 1/07/2022 | 1/07/2023 |
|---|---|---|---|
| Daily Fares and Travelling Allowance (per day) | $40.00 | $40.00 | $40.00 |
| Living Away from Home Allowance (per day) | $77.60 | $79.93 | $82.33 |
| In charge of not more than 1 person (p/h) all purpose | $0.76 | $0.78 | $0.80 |
| In charge of 2-5 persons (p/h) all purpose | $1.65 | $1.70 | $1.75 |
| In charge of 6 plus persons (p/h) all purpose | $2.10 | $2.16 | $2.22 |
| First Aid per day Flat | $4.15 | $4.27 | $4.40 |
| Meal Allowance Flat | $22.00 | $22.00 | $22.00 |
| Tradesperson Allowance (per hour) Flat | $1.50 | $1.50 | $1.50 |

Employees will not be required to bring their own tools to the Project, as all tools and relevant equipment necessary for employees to carry out their tasks will provided by the Company.

## *Appendix D* APPRENTICES

Apprentices engaged directly by the Employer will be paid the following Rates of Pay:

| Level | Percentage of Relevant Wage Rate of CW5 |
|---|---|
| First Year of Apprenticeship | 55% |
| Second Year of Apprenticeship | 65% |
| Third Year of Apprenticeship | 75% |
| Fourth Year of Apprenticeship | 85% |

**Adult Apprentice Rates of Pay:**

An Adult Apprentice is a person of 21 years of age or over at the time of entering into a contract of training in a specified trade.

| Level | Percentage of Relevant Wage Rate of CW5 |
|---|---|
| First Year of Apprenticeship | 60% |
| Second Year of Apprenticeship | 70% |
| Third Year of Apprenticeship | 80% |
| Fourth Year of Apprenticeship | 90% |

Apprentices will have an entitlement to the following Allowances and contributions:

**Daily Fares and Travelling Allowance**: The Employer will pay the full daily fares and travelling allowances prescribed at clause 5.3.

**Superannuation**: The Employer will make Superannuation contribution as prescribed at Clause 5.8.

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2021/5163

Applicant: CPB Contractors Pty Ltd Cooroy to Curra Greenfields Agreement 2021

Undertaking - Section 190

I, Chris Newitt, Industrial Relations Manager, give the following undertaking on behalf of CPB Contractors Pty Ltd (**Company**) in relation to the CPB Contractors Pty Ltd Cooroy to Curra Greenfields Agreement 2021 (**Agreement**).

1. In lieu of clause 7.9(f) of the Agreement, the Company and an employee may agree to substitute another day or part day for a day or part day that would otherwise be a public holiday under the NES.

2. In lieu of clause 3.7(a)(e):

   (a) where an employee has engaged in conduct that would convey to a reasonable person that they have abandoned their employment, in the sense that they have renounced the whole of their employment contract or fundamental obligations under it,

   (b) the Company will provide that employee with written notice of its acceptance of that abandonment, and notifying the employee of their termination of employment consistent with the minimum notice periods set out in clause 3.7 of the Agreement,

   (c) the notice referred to in this clause will be sent by pre-paid post to the employee's last known address.

   However, and having regard to clause 3.7(a)(c) of the Agreement and s 117(2)(b) of the *Fair Work Act 2009* (Cth) in circumstances where the employee would not (due to their abandonment of employment) have worked during any period of notice, any entitlement that they have to payment in lieu of notice will be nil.

3. No 'Stage 1' adult apprentice (as referred to in Appendix C and explained further in Appendix D) will be asked to work ordinary hours prior to 6.00am or after 6.00pm on any weekday, and nor will they be required to work any hours on the Saturday after Good Friday.

4. No employee under the age of 18 will be required to work overtime or shiftwork, unless they choose to do so, and that choice is recorded in writing signed by the parent and guardian of the employee.

I confirm that I have the authority given to me by the Company to provide these undertakings in relation to the application before the Fair Work Commission.

[redacted]

Signature

4 June 2021

# Building and Plumbing Newsflash 607

## Commencement of a new Building Policy Framework

## Purpose

To advise that a new Building Policy Framework has been developed which simplifies and clarifies important requirements for the successful delivery of Queensland Government building construction and maintenance projects.

## Background

The Department of Energy and Public Works currently administers the Capital Works Management Framework, Maintenance Management Framework, Building Asset Performance Framework, and Strategic Asset Management Framework. These four building frameworks govern how agencies plan, deliver, maintain, and measure operational performance of government-owned buildings.

Following extensive consultation, a new single Building Policy Framework combining these four frameworks has been developed. The framework incorporates Best Practice Principles (BPP) for major building construction projects including workplace health and safety systems and standards, commitment to apprentices and trainees, and best practice industrial relations.

## Staged implementation

The framework will be implemented by a staged process and prospectively. The first stage has commenced and applies the framework to BPP government building projects. This includes major projects of $100 million or more, or projects declared by a Minister if a lesser value.

From 1 July 2023, the framework will apply to all other Building Construction and Maintenance procurement category projects and programs.

Until that date, existing government policies will continue to apply to non-BPP projects and programs.

The implementation of the new framework includes a requirement to use the two-stage managing contractor procurement methodology (or two stage variant) and a requirement to prequalify head contractors (including managing contractors) and subcontractors for BPP projects.

To work on a BPP project, all prequalified contractors will be required to confirm their understanding of BPP, including the Queensland Government's key terms and conditions that reflect best practice for major projects.

Updates have been made to the prequalification (PQC) system and new application forms are available for head contractors (including managing contractors) and subcontractors wanting to work on BPP projects.

## More information

For more information about the new framework, please visit the Department of Energy and Public Works website.

Queensland Government

For more building industry information please visit the Business Queensland website.

## Contact us

Major Projects
Department of Energy and Public Works
Email: bcmsecretariat@epw.qld.gov.au.

If you have not received this newsflash directly from Building Policy, you can subscribe via bcgnewsflash@qld.gov.au.

DISCLAIMER: The information contained in this Newsflash is provided by the Queensland Government, through the Department of Energy and Public Works ('the department') as an information source only. The information is general in nature and the department makes no statements, representations, or warranties about the accuracy, quality, reliability, adequacy or completeness of any information contained in this Newsflash. It is not to be relied on as a substitute for consulting the relevant legislation or for obtaining appropriate professional advice relevant to your particular circumstances. The department disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages and costs (including consequential or indirect loss or damage or loss of profits) you might incur as a result of the information being inaccurate, inadequate or incomplete in any way, and for any reason.

Queensland Government

# Managing Contractors on BPP Projects - Application for Prequalification

Reference no: 9db831c3-3fa5-4909-a36d-9e47f5114b67

## Submission acknowledgement

Your form has been successfully submitted. You can save or print a copy of this acknowledgement by going to the “File” menu and selecting “Save as” or “Print”.

| Submission reference number | Date and time (AEST) |
|---|---|
| 9db831c3-3fa5-4909-a36d-9e47f5114b67 | 5/12/2022 2:14:07 PM |

A receipt copy of your form appears below.

## Getting Started

### About this form

- This form must be completed online (you cannot print and post it).
- If you have further questions call [redacted] or email PQCRegistrar[redacted]
- You can save a partially completed form (click "save and close" at the top right of the form). Saved forms are retained for 30 days. If you don’t complete and submit the form, or open and re-save it within 30 days, you will need to start again.
- You will be emailed a copy of the completed form to your contact email address when you submit the form. The email will be from **NO-REPLY**[redacted]
  You may need to check your spam folder.

### The application process

Please allow up to 4 weeks for us to process your application.
We will notify you via email once your application has been finalised.
You must be prequalified and registered on the PQC System to be eligible to tender.

### Required information - Minimum Prequalification Requirements

- ABN (registered for GST) and Australian Company Number (ACN) (where applicable)

- A minimum net tangible assets for government (NTA-Govt) of $156,000 and a minimum current ratio of 1:1, as calculated using the PQC System - contractor financial requirements (PDF 194KB)
- Licence details and certificates (QBCC or equivalent)
- Management system certificates (if applicable)
- WorkCover and Portable Long Service Leave certificates (if required)
- Evidence and/or commitments to deliver government priorities and policies including but not limited to the Queensland Procurement Policy
- Details of projects completed in the previous three (3) years with completed referee reports.

# Applicant details

**Business entity name (Applicant name)**

CPB CONTRACTORS PTY LIMITED

**Entity Type**

Australian Private Company

**Is the entity type valid for registration**

Yes

**ABN**

98000893667

**ACN**

000893667

**Registration status**

Active

**Web address (URL)**

https://www.cpbcon.com.au/

## Portable long service leave

QLeave provides long service leave to workers in Queensland's building and construction industry. Find out about employer obligations.

**Can you provide your QLeave registration number or attach a copy of your certificate?**

◉ Enter QLeave registration number ○ Attach QLeave certificate ○ No

**Portable long service leave number (QLeave)**

E-BCI-2

## WorkCover/Self insurance

If you have a business in Queensland and employ workers, you must insure them against work-related injuries. Find out about WorkCover.

**Are you required to provide WorkCover/Self insurance?**

◉ Yes ○ No

**Please attach a Work Cover certificate/s of currency with a statement on its adequacy to cover scope of employees**

- QLD - CPB Contractors - Workers Comp CoC 2022-2023.pdf

## Public liability insurance

A minimum of $20 million public liability insurance is required for prequalification.

**Please attach a public liability insurance certificate of currency.**

- CPB 2022-2023 Public & Products Liability Certificate 20Million.pdf

## Financial

**Current ratio (Refer to the Prequalification (PQC) System - contractor financial requirements (PDF 194KB), section 3.0)**

1.27

**Net tangible assets - Government (NTA-Govt) (Refer to the Prequalfication (PQC) system - contractor financial requirements (PDF 194KB), section 2.0)**

380000000

**If you hold a QBCC licence, does it have a maximum revenue of at least $3 million?**

◉ Yes ○ No ○ Not applicable (you hold a non-QBCC licence)

## Significant Individuals

☑ I have read and understood the full definition of Applicant and Significant Individual

## Propriety

Has the applicant (including any partner) or any significant individual ever:

**Been bankrupt?**

○ Yes ◉ No

**Entered into a debt agreement under Part IX of the *Bankruptcy Act 1966*?**

○ Yes ◉ No

**Entered into a composition, deed of arrangement or deed of assignment under Part X of the *Bankruptcy Act 1966*?**

○ Yes ◉ No

**Been a significant individual of another entity's affairs at the time, or within 12 months of the time that it was either declared bankrupt, entered into a debt agreement under Part IX of the *Bankruptcy Act 1966* or entered into a composition, deed of arrangement or deed of assignment under Part X of the *Bankruptcy Act 1966*?**

○ Yes ◉ No

**Managed or been a significant individual of another company's affairs at the time, or within 12 months of the time that it was placed in either receivership, administration, official management, under a deed of company arrangement, in liquidation or wound up for the benefit of creditors?**

○ Yes ◉ No

**Been prohibited or is presently prohibited from managing a company by an order of the Australian Securities and Investment Commission or has an investigation pending?**

○ Yes ◉ No

**Been subject to an order of a court in relation to a company under the Corporations Law?**

○ Yes ◉ No

**Been convicted of an offence under the Corporations Law?**

○ Yes ◉ No

**Been the subject of disciplinary proceedings, preliminary investigation or actions that have led, or may lead to, disciplinary proceedings in relation to, or associated with, building work?**

○ Yes ◉ No

**Been refused an application or been disqualified from holding a licence under any Act, Ordinance, Regulation or By-law relating to the content of this application?**

○ Yes ◉ No

**Pleaded guilty or been found guilty of a criminal or civil offence within the last ten years?**

○ Yes ◉ No

# Best practice principles (BPP)

## Information

The Buy Queensland approach ensures government suppliers meet the Best Practice Principles (BPPs) for major projects of $100 million and above, or for projects declared as being subject to the BPPs.

The BPPs include:

- workplace health and safety systems and standards
- a commitment to apprentices and trainees
- best practice industrial relations

## Compliance

Has the Applicant or a Significant Individual ever:

**Had any adverse court or tribunal decision for a breach of workplace relations law, occupational health and safety law, or workers compensation law in the two years preceding the date of this application?**

◉ Yes ○ No

**Contact name (may be different to the contact person for this application)**

Leticia Hough

**Contact email (may be different to the contact person for this application)**

[redacted]

**Details**

In 2021, CPB was convicted of an offence under s32 Work Health and Safety Act 2011 (NSW) in that it failed to comply with the health and safety duty it owed pursuant to s19(1), regarding a safety incident in February 2018. CPB was fined $85,000.

**Had any enforceable undertakings relating to workplace relations law, occupational health and safety law, or workers compensation law in the two years preceding the date of this application?**

○ Yes ◉ No

**Had any orders from any court or tribunal decisions the Applicant and Significant Individual has not fully complied with relating to a breach of workplace relations law, occupational health and safety law, or workers compensation law in the two years preceding the date of this application?**

○ Yes ◉ No

**Had any enforceable undertakings the applicant has not fully complied with relating to workplace relations law, occupational health and safety law, or workers compensation law in the two years preceding the date of this application?**

○ Yes ◉ No

## Best practice industry conditions - General requirement

The Best Practice Industry Conditions for BPP building projects are available here.

**Have you read the Best Practice Industry Conditions for BPP building projects?**

◉ Yes ○ No

**Do you understand and acknowledge that the Best Practice Principles, including the Best Practice Industry Conditions, will be applied to Queensland Government Best Practice Principle Projects and do you express interest in prequalifying for the Projects on that understanding and acknowledgement?**

It is not mandatory to have an enterprise agreement or a specific form of industrial instrument to express interest in registration for Queensland Government Best Practice Principles Projects.

◉ Yes ○ No

## WHS systems and standards

Queensland's work health and safety laws aim to protect the health, safety and welfare of all workers at work. The laws also protect the health and safety of all other people who might be affected by the work. Queensland's work health and safety legal framework includes:

- the *Work Health and Safety Act 2011 (WHS Act)*
- the *Work Health and Safety Regulation 2011*
- codes of practice.

**In relation to the Best Practice Industry Conditions for this project it is agreed that:**

*Safety issues or incident procedure - specific requirement*
For the purposes of s. 81 of the WHS Act, matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.

A. To resolve a workplace health and safety issue (see section 81 of the WHS Act), the Parties to an issue (as defined in WHS Act, Section 80) agree that they shall be entitled to:
   - inspect any work system, plant, substance, structure or other thing relevant to the unresolved dispute or issue
   - inspect and take copies of any document
   - gather any evidence relevant to the unresolved issue e.g. photos, statements, sketches etc
   - advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk
   - consult with relevant workers
   - consult with the relevant person conducting a business or undertaking (PCBU).
B. The Parties to an issue and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:
   - there is an issue to be resolved
   - the nature and scope of the issue.
C. The health and safety representative/s (HSR) for a work group shall be elected by workers on the job on a democratic basis and shall be subject to recall by a similar process.

*For the purposes of s. 117 of the WHS Act, matters about right of entry to the workplace to inquire into suspected work health and safety contraventions shall be complied with in accordance with the WHS Act.*

D. The Parties to an issue agree that WHS entry permit holders shall be entitled to:
   - enter the workplace for the purpose of inquiring into a suspected contravention under the WHS Act or *Electrical Safety Act* that relates to or affects a relevant worker
   - inspect any work system, plant, substance, structure or anything else relevant to the suspected contravention
   - gather any evidence relevant to the suspected contravention e.g. photos, statements, sketches etc
   - consult with relevant workers in relation to the suspected contravention
   - consult with the relevant person conducting the business or undertaking about the suspected contravention
   - inspect and make copies of any document that is directly relevant to the suspected contravention that is kept at the workplace or is accessible from a computer that is kept at the workplace (as long as doing so does not contravene a Commonwealth or State law).
   - warn anyone they reasonably believe is exposed to a serious risk to his or her safety from an immediate or imminent exposure to a hazard of that risk.

E. The Parties to an issue agree that:
   - they will not refuse or fail to comply with a request from an entry permit holder for copies of documents directly relevant to the suspected contravention without a reasonable excuse
   - relevant documents include employee records that are directly relevant to a suspected contravention.

◉ Yes ○ No

**Do you have a third party certified OHSMS in place within your business/company?**

◉ Yes ○ No

**Please attach supporting documents**

- Health and Safety AS NZS 4801 2001 SGS Certification_Mar21.pdf
- Health and Safety Systems ISO 45001 2018 SGS Certification_Mar21.pdf
- 221123_CBP Contractors_letter of certification_signed.pdf

**The applicant commits to having, and will ensure all subcontractors comply with, a WHS training policy and procedure that consists of the following key elements:**

- training needs analysis (TNA) based on a project risk assessment that is specific for the work site, and developed in consultation with workers

- training program development
- provision of training resources
- implementation of WHS training and application of learnings
- monitoring and review the effectiveness and relevance of the training.

◉ Yes ○ No

**To assess this application and to maintain your prequalification status, if you are successful, do you consent to the Queensland Government, through the Office of Industrial Relations and Workers' Compensation Regulator, providing information to the Department of Energy and Public Works on the company's work, health and electrical safety compliance history and workers' compensation claims history?**
**I acknowledge that the information provided may include personal details, and details of the following:**

- disciplinary and enforcement action involving the company and the Office of Industrial Relations
- enforcement action taken under the *Work, Health and Safety Act 2011* and the *Electrical Safety Act 2002*
- current and historical prosecutions and enforceable undertakings involving the company
- disciplinary and enforcement action undertaken by the Electrical Licensing Committee
- successful workers' compensation claims made by the company's workers

Please note: To be prequalified it is expected that an Applicant has a record of meeting compliance with the relevant legislation. If the regulator's record of compliance does not meet the required level, your application for PQC registration may be affected.
◉ Yes ○ No - Please note that this application will only be submitted for assessment if consent is provided

## Commitment to apprentices and trainees

The objective of the Queensland Government Building and Construction Training Policy (Training Policy) is to capitalise on the potential for the Queensland Government to:

- create additional employment and training opportunities for apprentices and trainees in the building and construction industry
- improve the skills base of the building and construction industry
- provide employment, training and business supply opportunities for Aboriginal and Torres Strait Islander Queenslanders.

Compliance and reporting arrangements for the Training Policy will be a condition of contract and this compliance will be measured using data recorded in the Training Policy Administration System (TPAS) and associated audits.

**Do you commit to delivering the following Queensland Government Building and Construction Training Policy requirements:**

- a minimum of 15 per cent of the total labour hours is to be undertaken by apprentices and/or trainees and through other workforce training for the project
- develop and implement a Skills Development Plan for the project, with the intent of developing the skills of existing workers, new entrants, apprentices and trainees
- training delivery is to be linked to occupational outcomes in applicable nationally accredited training packages that are identified in the Skills Development Plan for the project
- a training coordinator is to be employed by the Principal Contractor to ensure the implementation of the Skills Development Plan for the project.

◉ Yes ○ No

**To assess this application (and to maintain your prequalification status if you are successful), do you consent to the Queensland Traineeship and Apprenticeship Office and the Queensland Government Procurement Division providing information from the Training Policy Administration System and associated audits (if applicable) regarding your compliance with the Training Policy, to the Department of Energy and Public Works?**

◉ Yes ○ No - Please note that this application will only be submitted for assessment if consent is provided

It is expected that an applicant will meet the following requirements:

- 100% of overall hours required under the Training Policy are met for each eligible project
- 100% of the new entrant hours required under the Training Policy are met for each eligible project
- additional Training Policy requirements for major projects are met (if applicable)
- additional requirements for Indigenous Projects are met (if applicable)
- all reporting requirements under the Training Policy are met.

Please note: If the regulator's record of compliance with the Training Policy do not meet the required level, your application for PQC registration may be affected.

## Industrial Relations and requirements under the Ethical Supplier Threshold

The Ethical Supplier Threshold (PDF, 205KB) outlines the minimum wage and entitlement standards expected of suppliers who wish to do business with the Queensland Government.

**Since 1 August 2019, has the Applicant or a Significant Individual:**

- contravened a civil remedy provision of Chapter 2 or Chapter 3 of the *Fair Work Act 2009* (Cth), or committed an offence against the *Fair Work Act*?
- contravened a civil remedy provision of Chapter 2, 3, 4, 5, or 7 of the *Industrial Relations Act 2016*, or committed an offence against the *Industrial Relations Act*, or failed to pay employment related levies, entitlements or other payments, established under all Queensland legislation or underpayment of terms and conditions of relevant industrial instruments, including but not limited to wage theft?
- failed to make superannuation contributions on behalf of employees in accordance with law or relevant Trust Deed requirements?
- paid employees wages below those provided for in an applicable modern award?
- failed to keep time and wage records or provide pay advice in accordance with the *Fair Work Act 2009*?

◉ No ○ Yes

**Since 1 August 2019, has the Applicant or a Significant Individual required persons who would otherwise be employees to provide an Australian Business Number (ABN) so that they could be treated as independent contractors? (For further guidance refer to QBCC and the ATO.) This includes:**

- engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees? (This does not include work experience.)
- entered into an arrangement for the provision of labour hire services with a person who is not licensed under the *Labour Hire Licensing Act 2017*, or a supplier who is an unlicensed provider under the Act?
- purported to treat employees as independent contractors, where they are not?

◉ No ○ Yes

**In relation to the Best Practice Industry Conditions it is agreed that:**

***Dispute Settlement Procedure - specific requirement***
Disputes over work related or industrial matters shall be dealt with as close to its source as possible.
The Employee/s or job delegate/employee representative or other representative submits the matter to the site foreperson/supervisor or other site representative of the Employer.
If the matter is not settled, it will be escalated to a senior representative of the Employer.
***Contract of Employment - specific requirement***
The Employer must inform the person in writing whether the engagement is on a permanent or casual basis, stating the employer, the job performed, the classification level, and the pay rate.

***Job Security - specific requirement***
The Employer will encourage the continuity of employment for permanent employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded in-so-far as it is reasonably practicable to do so.
***Indirect Employment Arrangements - specific requirement***
The Employer is committed to maintaining a stable and skilled workforce. The Employer also acknowledges that use of subcontractors or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees in-so-far as it is practicable to do so.
***Termination - specific requirement***
Performance/General Misconduct:
In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g. lateness for work) the following three (3) step counselling procedure will be applied. This procedure does not apply for redundancy situations.
Performance Management process - three steps of misconduct:

- Step 1 - First Written Warning - the Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning.
- Step 2 - Final Written Warning - If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning.
- Step 3 - Dismissal - If after receiving a final warning, the Employee repeats the same conduct within a period of six (6) months, then the Employee may be dismissed. A written notice of dismissal will be provided to the Employee by the Employer outlining the reasons for the dismissal.

***Wages - specific requirement***
Employees must be classified and paid wages from the first full pay period after the dates specified at least in accordance with Appendix One - Rates of Pay and Allowances

- The Classification levels for Employees shall be read in accordance with the Award unless specifically amended by the Conditions. Classification levels, relativities, pay rates and other details are contained in Appendix One (1) - Best Practice Industry Conditions

***Hours of Work - specific requirement***
Ordinary hours - the ordinary working hours will be 36 hours per week (7.2 hours per day) worked between 6am and 6pm Monday to Friday. Typically, work should not

commence later than 7am.

***Union Delegate/Employee Representative Rights - specific requirement***

Where an Employee has been elected as a Union Delegate/employee representative, the Employer will recognise the following rights:

- the right to be treated fairly and to perform their role without any discrimination in their employment
- for the Union Delegate/employee representative to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union
- the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws
- the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace
- the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace
- the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts
- the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts
- the right for reasonable time off to attend accredited union education
- the right to take reasonable leave to work with the Union
- the right to have reasonable time off to participate in the operation of the union.

***Sham Contracting - specific requirement***

Sham contracting occurs when an Employer engages an individual to perform building work under a contract for services where the true character of the engagement or proposed engagement is that of employment.

The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees. The Employer will ensure that sham contracting does not occur and agrees that sham contracting is prohibited

The Employer 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 employer, if:

- 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
- if the contract were entered into with the individual, the contract would be a contract of employment.

◉ Yes ○ No

**The Applicant commits to having and will ensure all subcontractors comply with a stakeholder relationship management plan for this project including interfaces**

**with the following (where relevant):**

- principal
- principal's representative
- superintendent
- consultants
- major subcontractors
- other subcontractors
- employer associations
- trade unions
- regulators and law enforcement agencies
- suppliers
- environmental or other stakeholder groups who may exercise positive or negative influence over the project or scope of works.

◉ Yes ○ No

# Government Priorities

## Security of payment

Queenslanders who work in our building and construction industry make an invaluable contribution to our communities and the economic prosperity of our state. They deserve to be paid for the work they do. The Queensland Building Plan includes security of payment reforms that are implemented through the *Building Industry Fairness (Security of Payment) Act 2017* (BIF Act) and the *Queensland Building and Construction Commission Act 1991* (QBCC Act).

**To assess this application, and to maintain your prequalification status, do you consent to the Queensland Building and Construction Commission (QBCC) providing information to the Department of Energy and Public Works regarding any regulatory action (such as a penalty infringement notice, disciplinary penalty, licence conditions, suspension, cancellation, prosecution) undertaken or recorded by the QBCC in relation to compliance with the BIF Act and the QBCC Act? This may include payment obligation such as failure to pay an adjudicated amount within specified timeframe, minimum financial requirements and retentions.**

◉ Yes ○ No - Please note that this application will only be submitted for assessment if consent is provided

To be prequalified it is expected that the applicant does not have a record in the past five years of:

- being subject to a finalised action in which the person has been found guilty of an offence or breach of a disciplinary matter by the QBCC, another regulator or a

law enforcement agency in relation to a non-payment issue?

- being prosecuted by the QBCC for not paying an adjudicated amount within the specified timeframe?

Please note: If the regulator's records do not meet the expected level, your application for PQC registration may be affected.

**Have you had an amount withheld from you by a higher party under a contract as a result of a payment withholding request?**

○ Yes ◉ No

## Modern slavery

The *Modern Slavery Act 2018* (Commonwealth) has established Australia's national Modern Slavery Reporting Requirement to address situations where coercion, threats or deception are used to exploit victims and undermine or deprive them of their freedom. This Act defines modern slavery as including eight types of serious exploitation: trafficking in persons, slavery, servitude, forced marriage, forced labour, debt bondage, deceptive recruiting for labour or services, and the worst forms of child labour. Reporting requirements address modern slavery practices in the entity's operations and supply chains.Under the reporting requirement, entities with over AU$100 million annual consolidated revenue must prepare annual Modern Slavery Statements.

**Are you required to prepare annual Modern Slavery Statements (entities with over AU$100 million annual consolidated revenue must prepare annual Modern Slavery Statements)?**

◉ Yes ○ No

**Have you met your current reporting requirements including uploading statements to the Australian Government's Online Register for Modern Slavery Statements?**

◉ Yes ○ No

**Has the Applicant (including its parent company or a Significant Individual) been subject to any convictions or prosecutions for any offences in relation to/under the *Modern Slavery Act 2018* in the last five (5) years?**

○ Yes ◉ No

## Supporting Indigenous business

The Queensland Government is committed to providing economic participation opportunities to Aboriginal and Torres Strait Islander Queenslanders and businesses through policy and strategy initiatives and leverage of its own spend.

The *Queensland Indigenous (Aboriginal and Torres Strait Islander) Procurement Policy (QIPP)* sets a target to increase procurement with Indigenous businesses to 3% of the value of government procurement contracts by 2022. Specific indigenous employment targets may be set on major projects

**Are you an Indigenous business with at least fifty per cent ownership by Aboriginal peoples and Torres Strait Islander peoples?**

○ Yes ◉ No

## Supporting mental health and suicide prevention

The Mental health and suicide prevention; Every life: The Queensland Suicide Prevention Plan 2019-2029 includes an action to support suicide prevention by ensuring agency procurement practices focus on achievement of Government's social objectives including working with suppliers focused on the long-term mental health of the community.
Workplace Health and Safety Queensland's Mentally healthy workplaces toolkit aims to help employers, managers and leaders eliminate and minimise risks to psychological health and create workplace environments that are mentally healthy.
There are a range of suicide prevention and mental health services are available to individuals and businesses, for example Life in Mind hosts a register of programs and services.

**Do you commit to delivering a mental health and suicide prevention program that provides**

1. **suicide prevention literacy and stigma reduction,**
2. **on-site peer support options and**
3. **clear pathways to help and support (case management) to all workers,**

**on awarded Queensland Government building projects?**

◉ Yes ○ No

**Do you commit to providing access to an Employee Assistance Program to all your workers (and by funding arrangement with subcontractors) on awarded Queensland Government projects?**

◉ Yes ○ No

**Are you a signatory to the Australian Blueprint for Better Mental Health and Suicide Prevention in the Building and Construction Industry (the Blueprint) or do you have formal policies or procedures to**

1. **reduce the harmful impacts of work,**
2. **provide mental health and suicide prevention literacy,**

3. **facilitate early intervention and treatment,**
4. **provide return to work and ongoing support,**
5. **promote work's positive impact on mental health?**

◉ Yes ○ No

**Please attach a copy of your policy, procedure or Blueprint certificate**

- Manage Occupational Health and Hygiene (1).pdf
- Manage Fitness for Work.pdf
- Return to Work Program.pdf
- Sharepoint_Mental Health.pdf

## Women in Construction

The Queensland Women's Strategy 2016-21 outlines the Government's vision for women and girls: that the Queensland community respects women, embraces gender equality and promotes and protects the rights, interests and wellbeing of all women and girls.

**How many of your workforce identify as female?**

11

**How many of your workforce identify as male?**

476

**How many of your workforce's gender is unspecified?**

0

**How many of your construction workers identify as female?**

166

**How many of your construction workers identify as male?**

463

**How many of your construction workers' gender is unspecified?**

0

**Does your company have a current gender equity or workforce diversity plan in place?**

◉ Yes ○ No

**Please attach supporting documents**

- Diversity and Inclusion Policy.pdf

## Ending domestic and family violence

The *Third Action Plan of the Domestic and Family Violence Prevention Strategy 2019-20 to 2021-22* recognises that all Queenslanders have the right to live safely in their own homes and that children can grow and develop in safe and secure environments. The Queensland Government wants to partner with suppliers that support employees affected by domestic and family violence (DFV).

**Do you have formal policies and procedures that:**

- provides guidance to managers/leaders on how to recognise and respond to DFV being experienced by employees?
- raises awareness/educates employees of what DFV is; that it is unacceptable and will not be tolerated; and that acknowledges the gendered nature of DFV?
- supports employees to recognise and respond to DFV?
- provides referral pathways for both employers and employees to access the help they need or refer others on to the help they need?

◉ Yes ○ No

**Please attach supporting documents**

- Family and Domestic Violence Policy.pdf

## Social enterprise

The Queensland Procurement Policy 2019 aims to support disadvantaged Queenslanders - by increasing procurement with genuine, quality social enterprises.

**Do you identify as a social enterprise?**

The Queensland Government defines genuine, quality social enterprises as organisations that:

1. are led by an economic, social, cultural or environmental mission consistent with a public or community benefit
2. trade to fulfil their mission and derive a substantial portion of their income from trade, and
3. reinvest most of their profit/surplus into the fulfilment of their mission.

○ Yes ◉ No

# Company details

## Office details

## Office 1

### Office type

◉ Head Office ○ Branch

### Physical or "street" address

### Address line 1

Level 18, 177 Pacific Highway

### City

North Sydney

### State

NSW

### Post code

2060

### Is the postal address the same?

○ Yes ◉ No

### Postal address

### Address line 1

PO Box 5000

### City

Crows Nest

### State

NSW

**Post code**

1585

**Phone number**

0286686000

(Enter in the format 0999999999. For a landline, please include the area code; alternatively, enter a mobile number.)

## Office 2

**Office type**

○ Head Office ◉ Branch

**Physical or "street" address**

**Address line 1**

Level 6, HQ South Tower, 520 Wickham Street

**City**

Fortitude Valley

**State**

QLD

**Post code**

4006

**Is the postal address the same?**

○ Yes ◉ No

**Postal address**

**Address line 1**

PO Box 1077

**City**

Fortitude Valley

**State**

QLD

**Post code**

4006

**Phone number**

0732154600

(Enter in the format 0999999999. For a landline, please include the area code; alternatively, enter a mobile number.)

## Office 3

**Office type**

○ Head Office ◉ Branch

**Physical or "street" address**

**Address line 1**

Level 1, 167 Denham Street

**City**

Townsville

**State**

QLD

**Post code**

4810

**Is the postal address the same?**

○ Yes ◉ No

**Postal address**

**Address line 1**

PO Box 7237

**City**

Garbutt

**State**

QLD

**Post code**

4814

**Phone number**

0732154600

(Enter in the format 0999999999. For a landline, please include the area code; alternatively, enter a mobile number.)

## Business Type

**Please select business type**

○ A small business (fewer than 20 people) ○ A medium business (small to medium enterprise - 20 or more, but less than 200 people) ◉ A large business (200 or more people)

## Management systems

**Do you have certified status for any of the following management systems?**
All certificates must be third party certified by one of the following:

- A recognised Accredited Body through the Joint Accreditation Scheme of Australia and New Zealand (JAS-ANZ); or
- A recognised Accredited Body Member of the International Accreditation Forum (IAF), of which JAS-ANZ is a member.

As management system certifications are office specific, the certificate must display the address/s as being registered in the PQC System.
**Environmental**

◉ Yes ○ No

**Please attach supporting documents**

- Environment ISO 14001 2015 SGS Certification_Mar2021.pdf
- 221123_CBP Contractors_letter of certification_signed.pdf

**Occupational Health and Safety**

○ AS/NZS 4801:2001 ◉ ISO 45001

**Please attach supporting documents**

- Health and Safety Systems ISO 45001 2018 SGS Certification_Mar21.pdf
- 221123_CBP Contractors_letter of certification_signed.pdf

**Quality Assurance**

◉ Yes ○ No

**Please attach supporting documents**

- Quality ISO 9001 2015 SGS Certification_Mar21.pdf
- 221123_CBP Contractors_letter of certification_signed.pdf

## Licences

The PQC system recognises contractors (including trade contractors) who undertake a range of service activities. Eligibility for a specific service activity is based on the licence held by a contractor.

## Licence 1

**Licence number**

128

**Licence body**

Queensland Building and Construction Commission (QBCC)

**Licence class**

Builder - Open

**Restrictions**

**Maximum revenue for licensing ($A)**

6334600000

**Licence renewal date**

30/03/2023

**Please upload authorisation certificate**

## Project examples

Contractors are required to provide details of building projects (minimum of three) completed within the last three years. This can include non-government building projects.
Contractors are encouraged to provide project examples to demonstrate their project experience across a range of project types. The type of projects, value of the projects and the complexity (risk level) of the project examples provided will be used to assess the projects or trade packages that the Applicant will be eligible for.
Additional projects can be added by clicking the 'Add project' button at the end of the first project. A referee's report is required for each project example.

## Project 1

**Project name**

North Shore (Burdell) State School

**Work category**

New Facility/Addition

**Project type (as per the listing above)**

Education - Schools - School complexes

**Project Description**

Design and construction of new Prep to Year 6 school campus in three defined stages, including administration buildings, car park, and up to eight school operations buildings worked on concurrently.

**Location**

Northern

**Commencement date**

23/12/2016 12:00:00 AM

**Completion date**

7/02/2020 12:00:00 AM

**Project final value ($)**

46103923

**Referee name**

Chris Jones, Infrastructure Programs and Delivery, Department of Education

**Referee role (eg. client, principal consultant)**

Principal Project Coordinator

**Preferred phone**

[redacted]

**Email**

[redacted]

## Project 2

**Project name**

Mater Hospital Pimlico Stage 1 Redevelopment

**Work category**

New Facility/Addition

**Project type (as per the listing above)**

Hospitals/Health/Welfare - Hospitals (district/general)

**Project Description**

Design and construction of 4-storey clinical building including new main entry, medical imaging facilities, expanded day surgery and additional 4 operating theatres integrated into existing hospital.

**Location**

Northern

**Commencement date**

23/04/2018 12:00:00 AM

**Completion date**

10/09/2020 12:00:00 AM

**Project final value ($)**

40531311

**Referee name**

Josephine Gabrielli - Mater Misericordiae Limited

**Referee role (eg. client, principal consultant)**

Client - Director Capital Works - CNQ

**Preferred phone**

[redacted]

**Email**

[redacted]

## Project 3

**Project name**

Griffith University New Engineering, Technology and Aviation Building

**Work category**

New Facility/Addition

**Project type (as per the listing above)**

Education - Universities/TAFE Institutes

**Project Description**

New university building: 6,000m2, adaptable specialised laboratories, workshops and indoor and outdoor learning, 10m high gantry (accommodates drones), 30 live sensors and industry engagement zones.

**Location**

Brisbane

**Commencement date**

14/06/2017 12:00:00 AM

**Completion date**

24/10/2019 12:00:00 AM

**Project final value ($)**

55557500

**Referee name**

Rob Palmer - Griffith University

**Referee role (eg. client, principal consultant)**

Project Manager-Planning, Design and Construction

**Preferred phone**

[redacted]

**Email**

[redacted]

## Project 4

**Project name**

Capricornia Correctional Centre Expansion

**Work category**

New Facility/Addition

**Project type (as per the listing above)**

Authorities - Correction/Detention centres

**Project Description**

Facility upgrades include 164 additional residential cells in new buildings, 100 bunks in secure cells, a new residential officers station and a site wide electronic security upgrade.

**Location**

Fitzroy

**Commencement date**

24/08/2017 12:00:00 AM

**Completion date**

17/12/2021 12:00:00 AM

**Project final value ($)**

210737353

**Referee name**

John McAfee, Major Projects - Building Division, Department of Energy and Public Works

**Referee role (eg. client, principal consultant)**

Client - Principal’s Representative

**Preferred phone**

[redacted]

**Email**

[redacted]

## Project 5

**Project name**

C-17 Maintenance Facility, Aircraft Apron and associated Infrastructure

**Work category**

New Facility/Addition

**Project type (as per the listing above)**

Industrial/Transport - Factories/Workshops

**Project Description**

Project comprised building and infrastructure works to support 36SQN fleet of aircraft, including hangar, explosive ordnance prep and logistic facilities at RAAF Base Amberley.

**Location**

Brisbane

**Commencement date**

3/06/2015 12:00:00 AM

**Completion date**

2/10/2019 12:00:00 AM

**Project final value ($)**

168800000

**Referee name**

Ese Rainey - Department of Defence

**Referee role (eg. client, principal consultant)**

Client - Director Program Assurance

**Preferred phone**

[redacted]

**Email**

ese.rainey@defence.gov.au

### Referee reports

Contractors are required to upload a minimum of three (3) completed referee reports that evidence the most complex / highest value projects identified in the project examples above.
Download the Contractor referee report template(DOC 803KB) .

**A minimum of three and maximum of eight referee reports are required.**

- PQC Contractors Performance Report - Mater Hospital Pimlico Stage 1 Redevelopment.pdf
- PQC Contractors Performance Report - Capricornia Correctional Centre Nov 2022.pdf
- PQC Contractors Performance Report - C-17 Maintenance Facility and Aircraft Apron.pdf

## Lodgement

### Prequalification contact

The person at this office who can be contacted by Queensland Government officers on matters relating to Government building contracts and prequalification queries.

**First name**

Leticia

**Last name**

Hough

**Position title**

Business Development Coordinator

**Email**

[redacted]

**Phone number**

[redacted]

**Mobile number**

[redacted]

## Conditions of application

**Business entity name (Applicant name)**

CPB CONTRACTORS PTY LIMITED

The definitions stated in the Contractor PQC Application Guide apply to these conditions.
In submitting this form the Applicant:

1. acknowledges that the State will rely upon information provided by the Applicant to determine the Applicant's eligibility for registration.
2. agrees that it will:
   a. make available to the State, upon request, all necessary documentation held or reasonably obtainable by the Applicant supporting its application for registration;
   b. provide the names of all Significant Individuals of the Applicant;
   c. prior to registration, notify the State, without delay, of material changes, if any, to its operational or management practices, and its financial or technical capacity, that may have an effect on its eligibility for registration;
   d. have no entitlement to tender for, or be awarded, any contract with the State, under the Prequalification (PQC) System, unless or until it has been issued a PQC *Certificate of Prequalification (PQC)*, with its accompanying *Schedule to Registration of Prequalification*, that provides the necessary entitlement; and
   e. be bound, upon registration, by the *Conditions of Prequalification (PQC)*.
3. agrees that the State may:
   a. in relation to any information provided by the Applicant, undertake searches and enquiries, and/or share such information, with other relevant government entities, external consultants, assessors and advisors engaged by the State and the Building Construction and Maintenance (BCM) Industry Reference Group (hereafter called the IRG), to determine the Applicant's suitability and eligibility for registration (including, amongst other things, the performance and/or financial standing of the Applicant).

      Note: Government entities, external consultants, assessors and advisors and members of the IRG will be required to maintain confidentiality of all

information received.

4. acknowledges and agrees that, once prequalified, the State is entitled to:
   a. publish on the Department of Energy and Public Works' website (www.epw.qld.gov.au), or by any other means, the Entity name, ABN and business address of registrants on the Prequalification (PQC) System; and
   b. share information relating to the Applicant's performance, including a performance report referred to in clause 6 of the Contractor PQC Conditions of Prequalification (PQC), to other relevant government entities for the purpose of monitoring performance and to determine continued eligibility for prequalification on the Prequalification (PQC) System.
5. acknowledges that he/ she has read and understands the Privacy notice.

**Name**

Leticia Hough

**Signature**

[redacted]

**Position**

Business Development Coordinator

**Business Entity Name**

CPB Contractors Pty Limited

**Date**

5/12/2022

**Note**
The person whose signature appears above warrants that he/ she is duly authorised to commit the Applicant to the Conditions of Application, the Conditions of Prequalification and to provide consent for the provision of information regarding the applicant from government entities to the Department of Energy and Public Works to assess the application and to maintain prequalification status.

**Email**

[redacted]

## Privacy notice

The Department of Energy and Public Works is collecting your personal and business information on this form for the purpose of assessing your application for prequalification on the PQC System. To assist in assessing your application your information may be given to, third parties including but not limited to government entities with responsibility and accountability for the administration of the legislation and policy listed below:

- *Building Act 1975* (Qld)
- *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld)
- *Building Industry Fairness (Security of Payment) Act 2017* (Qld)
- *Electrical Safety Act 2002* (Qld)
- *Industrial Relations Act 2016* (Qld)
- *Labour Hire Licensing Act 2017* (Qld)
- *Plumbing and Drainage Act 2018* (Qld)
- *Planning Act 2016* (Qld)
- *Queensland Building and Construction Commission Act 1991* (Qld)
- *Work Health and Safety Act 2011* (Qld)
- *Workers' Compensation and Rehabilitation Act 2003* (Qld)
- *Queensland Industry Participation Policy Act 2011* (Qld)
- Queensland Procurement Policy
- Queensland Indigenous Procurement Policy
- Queensland Building and Construction Code of Practice
- Queensland Government Building and Construction Training Policy
- Queensland Charter for Local Content

The Department of Energy and Public Works may also give some of this information to other relevant government entities; external consultants, assessors or advisors; and members of the IRG for the purpose of assessing your application, maintaining prequalification status and being considered to undertake Queensland Government building work.
Once prequalified, your information may be shared with other relevant government entities for the purpose of monitoring performance and to determine continued eligibility for prequalification on the Prequalification (PQC) System.
This information will not otherwise be disclosed to any other third party, without your consent, unless authorised or required by law, or for the purposes of obtaining legal or financial advice, or in relation to reviews or appeals regarding prequalification status or decisions.

## Conditions of prequalification

The definitions stated in the Contractor PQC Application Guide apply to these conditions.

1. The Registrant acknowledges that the Queensland Government (the State) has relied upon information provided by the Registrant in granting registration to the

Registrant.

2. The Registrant agrees to make available to the State, upon request, all necessary documentation held or reasonably obtainable by the Registrant supporting its initial, or any subsequent application for registration.
3. The Registrant agrees that the State may in relation to any information provided by the Registrant, undertake searches and enquiries, and/or share such information, with other relevant government entities, or with external consultants, assessors or advisors engaged by the State, and members of the IRG to determine the Registrant's suitability and eligibility for registration (including, amongst other things, the performance and/or financial standing of the Registrant) in support of its initial application or any subsequent assessment to vary its registration status.
4. Government entities and external consultants, assessors and advisors and members of the IRG will be required to maintain confidentiality of all information received.
5. This information will not otherwise be disclosed to any other third party, without consent, unless authorised or required by law, or for the purposes of obtaining legal or financial advice, or in relation to reviews or appeals regarding prequalification status or decisions.
6. The Registrant agrees to notify the State without delay of any material changes to its business attributes, operational or management practices, and to its financial and technical capacity, which may have an effect on its registration status.
7. The Registrant agrees to participate in performance reporting processes for all Government building projects under the Prequalification (PQC) System on which the Registrant has been contracted.
   A performance report may result in the State reviewing, upgrading, downgrading, suspending, or cancelling the Registrant's registration.
8. The Registrant warrants that, in the event of entering into any contract with the State or a subcontract with a head contractor on a project to which the Best Practice Principles apply, it will not breach any contractual or legal requirements of the State, including but not limited to:
   a. the *Queensland Building and Construction Commission Act 1991* (Qld), including the requirement to maintain the correct licences for the work that the Registrant is registered for;
   b. the *Queensland Code of Practice for the Building and Construction Industry*;
   c. workplace health and safety, industrial relations, workers compensation and any environmental legislation;
   d. legislation that specifically applies to the building and construction industry, and
   e. government policies developed from time to time that specifically apply to procurement and/or the building and construction industry.
9. The Registrant warrants that all Significant Individuals of the Registrant are "fit and proper persons" and not "excluded individuals" as defined in the *Queensland Building and Construction Commission Act 1991*.
10. The Registrant warrants that it will keep financial records as required by the *Prequalification (PQC) System - contractor financial requirements guideline*.

11. The Registrant acknowledges that it is not entitled to tender for, or be awarded, any contract with the State, under the *Prequalification (PQC) System*, to which its *Certificate of Prequalification (PQC)*, with its accompanying *Schedule to Registration of Prequalification*, does not provide an entitlement.
12. The *Certificate of Prequalification (PQC)*, its accompanying *Schedule to Registration of Prequalification*, and any registration status accorded to any Registrant shall not be regarded, taken or held out as any warranty or undertaking as to the performance of any Registrant on any construction project nor as any basis for liability by the State to make payments to the Registrant or any of its suppliers or subcontractors.
13. The State gives no warranty or undertaking of any nature to any party or person by reason of registration or the issue of the *Certificate of Prequalification (PQC)* as to a Registrant's competency, ability or fitness to undertake construction work of any nature whatsoever.
14. The State does not accept liability for any loss of any nature whatsoever occasioned by any party or person acting or refraining from acting in reliance upon any statement, advice or information contained in the *Certificate of Prequalification (PQC)* or in any way connected or associated with registration.
15. The Registrant must cease to use the *Certificate of Prequalification (PQC)* in any way, if the State advises the Registrant to do so.
16. A breach of any of these *Conditions of Prequalification (PQC)* may result in the State reviewing, downgrading, suspending, or cancelling the Registrant’s registration. Notwithstanding, the State in its absolute discretion and at any time, without reference to the Registrant, may review, downgrade, suspend or cancel registration.
17. The Registrant acknowledges that the State has not made any representations or commitments to enter into any contract with the Registrant to undertake any Government building project work.

## Sanfilippo, Vince

**From:** PQC Registrar [redacted]
**Sent:** Wednesday, 11 January 2023 11:43 AM
**To:** Hough, Leticia
**Cc:** PQC Registrar
**Subject:** BPP Application

**CAUTION:** This email originated from outside of the Organisation.

Good morning Letitica

Happy New Year. I have been reviewing your BPP application for PQC (apologies for the delay in getting back to you leading up to Christmas was hectic for the team).

Could you please provide some further information for the following:

**Supporting Mental Health and Suicide Prevention** – Are you a signatory of the Australian Blueprint for Better Mental Health? If so could you please provide your certificate. Alternatively are you able to address the below points with either documentation addressing each area like toolbox talks, website intranet pages etc.

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- provide mental health and suicide prevention literacy,
- facilitate early intervention and treatment,
- provide return to work and ongoing support,
- promote work's positive impact on mental health?

**Ending Domestic and Family Violence** – are you able to provide evidence of the below. Again toolbox talks, intranet pages etc

Formal policies and procedures that:

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- raises awareness/educates employees of what DFV is; that it is unacceptable and will not be tolerated; and that acknowledges the gendered nature of DFV?
- supports employees to recognise and respond to DFV?
- provides referral pathways for both employers and employees to access the help they need or refer others on to the help they need?

I note your 4801 and 9001 management systems have expired on 11/2022. Do you have updated certificates for these as yet? I can see a letter from the Auditor but we require the updated certificates.

Thank you and happy to discuss anything that I have not made clear.

Lyn

Regards

**Lyn Mayberry**
A/PQC Registrar
**Strategy and Policy and Building Contract Management** | **Building Policy and Asset Management**
Department of Energy and Public Works
Queensland Government

**P:** [redacted] | **E** [redacted]
Level 10, 53 Albert Street, Brisbane Queensland 4001

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Thank you.

## Sanfilippo, Vince

**From:** Hough, Leticia
**Sent:** Tuesday, 14 March 2023 10:37 AM
**To:** PQC Registrar
**Subject:** RE: BPP Application

Good morning Lyn

I just wanted to touch base with you regarding our application. As you may or may not be aware we have to provide a status in our Tender Response for the CEP hospitals. The first of 4 submissions are due on the 29 March and we would like to be able to provide some evidence of the application status.

Kind Regards

**Leticia Hough**
Business Development Coordinator - Qld & PNG
Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted] **E** [redacted]
**W** cpbcon.com.au

CPB CONTRACTORS | Constructing our future together

A MEMBER OF THE CIMIC GROUP CIMIC

---

**From:** PQC Registrar [redacted]
**Sent:** Monday, 20 February 2023 12:55 PM
**To:** Hough, Leticia [redacted]
**Subject:** RE: BPP Application

**CAUTION:** This email originated from outside of the Organisation.

Thanks Leticia,

Much appreciated. Have a great afternoon

Regards

**Lyn Mayberry**
A/PQC Registrar
**Strategy and Policy and Building Contract Management** | **Building Policy and Asset Management**
Department of Energy and Public Works
**P:** [redacted] | **E** [redacted]
Level 10, 53 Albert Street, Brisbane Queensland 4001

Queensland Government

---

**From:** Hough, Leticia [redacted]
**Sent:** Monday, 20 February 2023 11:58 AM

**To:** PQC Registrar [redacted]
**Subject:** RE: BPP Application

**CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.**

Hi Lyn

Great to hear. Attached is our EMS ISO 14001 Certificate.
.
Kind Regards

**Leticia Hough**
Business Development Coordinator - Qld & PNG

CPB CONTRACTORS

Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted]
**E** [redacted]
cpbcon.com.au

A MEMBER OF THE CIMIC GROUP
CIMIC

---

**From:** PQC Registrar <PQCRegistrar@epw.qld.gov.au>
**Sent:** Monday, 20 February 2023 11:56 AM
**To:** Hough, Leticia <Leticia.Hough@cpbcon.com.au>
**Subject:** RE: BPP Application

**CAUTION:** This email originated from outside of the Organisation.

Good morning Leticia,

Thank you for collating all the information that is required, I really appreciate it.

In relation to your Environmental MS (ISO 14001) I cannot find an updated certificate. Do you have a copy you could send me please. Everything else appears to be ok.

Thanks heaps.

Regards

**Lyn Mayberry**
A/PQC Registrar
**Strategy and Policy and Building Contract Management** | **Building Policy and Asset Management**
Department of Energy and Public Works
**P:** [redacted] | **E** [redacted]

Queensland Government

**From:** Hough, Leticia [redacted]
**Sent:** Thursday, 16 February 2023 4:33 PM
**To:** PQC Registrar [redacted]
**Subject:** RE: BPP Application

You don't often get email from [redacted] Learn why this is important

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Good Afternoon Lyn

My sincere apologies for not getting this back to you sooner. I had an extended break after Christmas and it has taken a couple of weeks to get everything together for you.

Attached is our written response to the below queries along with back up evidence in the zip file (inclusive of 27 attachments).

I believe we have addressed everything you have requested, however if you have any further queries please don't hesitate to reach out.

Kind Regards

**Leticia Hough**
Business Development Coordinator - Qld & PNG

CPB CONTRACTORS

Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted]
**E** [redacted]
cpbcon.com.au

A MEMBER OF THE CIMIC GROUP CIMIC

**From:** PQC Registrar <PQCRegistrar@epw.qld.gov.au>
**Sent:** Wednesday, 11 January 2023 11:43 AM
**To:** Hough, Leticia <Leticia.Hough@cpbcon.com.au>
**Cc:** PQC Registrar <PQCRegistrar@epw.qld.gov.au>
**Subject:** BPP Application

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Good morning Letitica

Happy New Year. I have been reviewing your BPP application for PQC (apologies for the delay in getting back to you leading up to Christmas was hectic for the team).

Could you please provide some further information for the following:

**Supporting Mental Health and Suicide Prevention** – Are you a signatory of the Australian Blueprint for Better Mental Health? If so could you please provide your certificate. Alternatively are you able to address the below points with either documentation addressing each area like toolbox talks, website intranet pages etc.

- reduce the harmful impacts of work,
- provide mental health and suicide prevention literacy,
- facilitate early intervention and treatment,
- provide return to work and ongoing support,
- promote work's positive impact on mental health?

**Ending Domestic and Family Violence** – are you able to provide evidence of the below. Again toolbox talks, intranet pages etc

Formal policies and procedures that:

- provides guidance to managers/leaders on how to recognise and respond to DFV being experienced by employees?
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I note your 4801 and 9001 management systems have expired on 11/2022. Do you have updated certificates for these as yet? I can see a letter from the Auditor but we require the updated certificates.

Thank you and happy to discuss anything that I have not made clear.

Lyn

Regards

Queensland Government

**Lyn Mayberry**
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**Strategy and Policy and Building Contract Management** | **Building Policy and Asset Management**
Department of Energy and Public Works
**P:** [redacted] | **E** [redacted]
Level 10, 53 Albert Street, Brisbane Queensland 4001

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Thank you.

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**Sanfilippo, Vince**

**From:** Hough, Leticia
**Sent:** Wednesday, 29 March 2023 4:12 PM
**To:** PQC Registrar
**Subject:** RE: BPP Application

Hi Lyn

Could you please provide an update on CPB Contractors' BPP Application. Unfortunately we have had to submit our first CEP hospital upgrade Tender Response today without the result but would really appreciate an update prior to submission of the others. The online platform advises a 6-8 week turnaround on applications however this timeframe has been exceeded.

Kind Regards

**Leticia Hough**
Business Development Coordinator - Qld & PNG
Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted] **E** [redacted]
**W** cpbcon.com.au

---

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Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted] **E** [redacted]
**W** cpbcon.com.au

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**Subject:** RE: BPP Application

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**Strategy and Policy and Building Contract Management** | **Building Policy and Asset Management**
Department of Energy and Public Works
**P:** [redacted] | **E** [redacted]
Level 10, 53 Albert Street, Brisbane Queensland 4001

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CIMIC

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Queensland Government

**Lyn Mayberry**
A/PQC Registrar
**Strategy and Policy and Building Contract Management** | **Building Policy and Asset Management**
Department of Energy and Public Works

**P:** [redacted] | **E** [redacted]
Level 10, 53 Albert Street, Brisbane Queensland 4001


**From:** Hough, Leticia [redacted]
**Sent:** Thursday, 16 February 2023 4:33 PM
**To:** PQC Registrar [redacted]
**Subject:** RE: BPP Application

You don't often get email from [redacted]. Learn why this is important

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Business Development Coordinator - Qld & PNG

Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted]
**E** [redacted]
cpbcon.com.au

**From:** PQC Registrar [redacted]
**Sent:** Wednesday, 11 January 2023 11:43 AM
**To:** Hough, Leticia [redacted]
**Cc:** PQC Registrar [redacted]
**Subject:** BPP Application

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**Lyn Mayberry**
A/PQC Registrar
**Strategy and Policy and Building Contract Management** | **Building Policy and Asset Management**
Department of Energy and Public Works
**P:** [redacted] | **E** [redacted]
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## Sanfilippo, Vince

**From:** Logan Timms [redacted]
**Sent:** Friday, 31 March 2023 3:51 PM
**To:** Hough, Leticia
**Cc:** PQC Registrar
**Subject:** CPB WHP letter - BPP Prequalification - information request
**Attachments:** CPB WHS.pdf

**CAUTION:** This email originated from outside of the Organisation.

Hi Leticia,
I hope this letter finds you well. I have left a voice message and text message as a courtesy that this letter has been prepared and is coming via email. The reason why I am calling is that this is a new process. While I have advised of this matter at various industry briefings, it will be unfamiliar to most.
As per my text message, we are conducting enhanced due diligence on BPP PQC applications for head contractors and sub-contractors. A batch of letters have gone out this week and last week explicitly outlining our areas of concern and seeking responses that address these concerns.
Very happy to discuss this.
Wishing you a restful weekend.
Kindest Regards
Logan

Queensland Government

**Logan Timms**
Executive Director, Strategy – Strategy and Policy and Building Contract Management
**Major Projects | Public Works Division**
Department of Energy and Public Works
**P** [redacted] **P:** [redacted] | **E** [redacted]
Level 10, 53 Albert Street, Brisbane Queensland 4001

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Personnel's compliance with Departmental Policies. Personal information will not be divulged or disclosed to others, unless authorised or required by Departmental Policy and/or law.

Thank you.

Queensland Government

Department of
**Energy and Public Works**

30 March 2023

Leticia Hough
Business Development Coordinator
CPB Contractors Pty Ltd
[redacted]

Dear Leticia

Thank you for your Best Practice Principles (BPP) head contractor prequalification application submitted on 5 December 2022.

Firstly, my apologies for the delay in processing your application. The Department has been actively conducting the necessary due diligence checks for Best Practice Principle building projects.

A key component of assessing your application involves undertaking a Workplace Health and Safety Queensland (WHSQ) compliance history check.

The WHSQ compliance history check generated in response to your application includes all CPB Contractors Pty Limited projects attended by WHSQ inspectors during the period 1 July 2017 to 5 March 2023. This resulted in 16 CPB Contractors Pty Limited projects being considered.

During the specified period, I am aware that 49 health and safety incidents occurred on CPB Contractors Pty Limited projects. The incidents related to:

Electricity (12)
Cranes (11)
Falling objects (8)
Excavators (7)
Plant (5)
Traffic management (4)
Hand injury (2)

Of these, one resulted in a fatality, 12 involved electricity, and 36 resulted in an injury or dangerous event. Three of injuries resulted in hospitalisations.

Further, I am aware that during the specified period, 235 notices (including improvement, infringement, and prohibition notices) were issued to CPB Contractors Pty Limited. The notices have resulted in fines being awarded totalling $79,200 and included 24 prohibition notices. The notices were issued for the following non-compliance categories:



GPO Box 2457 Brisbane
Queensland 4001 Australia

Telephone [redacted]
Website www.epw.qld.gov.au

| | |
|---|---|
| a) hazardous chemicals | (35) |
| b) traffic management | (24) |
| c) access and egress | (22) |
| d) mobile plant | (16) |
| e) emergency procedures and equipment | (14) |
| f) amenities | (14) |
| g) scaffold | (14) |
| h) work at heights | (13) |
| i) lifting | (11) |
| j) plant | (9) |
| k) falling objects | (9) |
| l) electrical | (7) |
| m) covid | (7) |
| n) respirable crystalline silica | (6) |
| o) water hazard | (5) |
| p) excavations | (5) |
| q) lighting | (5) |
| r) housekeeping | (3) |
| s) formwork | (3) |
| t) asbestos | (2) |
| u) heat stress | (2) |
| v) precast panels | (1) |
| w) wet weather | (1) |
| x) rock breaking | (1) |
| y) multiple work environment issues | (1) |
| z) manual handling | (1) |
| aa) personal proactive equipment | (1) |
| bb) welding | (1) |
| cc) site security | (1) |
| dd) storage | (1) |

Against this background and considering the categories where prohibition notices were issued due to CPB Contractors Pty Limited exposing workers to immediate or imminent risk; or where there have been instances of a high-risk nature, the following areas of concern have been identified:

1. electrical
2. traffic management
3. cranes
4. falling objects
5. access and egress
6. mobile plant
7. emergency evacuation

I wish to provide you with an opportunity to provide me with additional information in relation to the above seven areas of concern to assist me to finalise your prequalification application. I am seeking information that demonstrates the officers of CPB Contractors Pty Limited who have a duty under the *Work Health and Safety Act 2011* receive copies of any health and safety related enforcement action in a timely way, understand what the enforcement action relates to, ensure policies, procedures and process are monitored and reviewed in response to receiving any enforcement action, and that all necessary changes are implemented in a sustainable way to prevent recurrence on future projects. I expect that this information would include the following:

1. Copies of the minutes of any meeting of the Board of Directors for CPB Contractors Pty Limited (including advisory sub-committee minutes), convened since 1 July 2017, that relate to health and safety matters relevant to any of the above seven areas of concern.

2. Copies of records of any decisions of the Board of Directors for CPB Contractors Pty Limited (including advisory sub-committee decisions), made without a board meeting, since 1 July 2017, that relate to health and safety matters relevant to any of the above seven areas of concern.

3. Copies of any reports, memorandums, or other documents (such as policies, procedures, risk assessments, tool box talks, training, safe work method statements, engineer certification, health and safety committee meeting minutes, consultation with workers), which were prepared since 1 July 2017, by or at the direction of member/s of the Board of Directors of CPB Contractors Pty Limited, including but not limited to the managing director and other managers, for the purpose of advising the Board of Directors and CPB Contractors Pty Limited of matters relating to health and safety matters relevant to any of the above seven areas of concern on any of their projects.

I expect that all relevant information in those minutes, records, reports, memorandums and other documents would be unredacted, including all information relating to health and safety matters.

This information should demonstrate that you not only comply with the relevant legislation and regulations but have also taken further steps that demonstrates the industry leadership expected on Best Practice Principle building projects.

Your response is requested by Friday 14 April 2023. We will endeavour to complete our assessment and advise you of the outcome of your application by 28 April 2023. Please note that if you choose not to submit further information within that timeframe, we will proceed to compete our assessment based on the information currently available to us.

Yours sincerely

[redacted]

Logan Timms
Executive Director, Strategy – Strategy and Policy and Building Contract Management
Major Projects | Public Works Division
Department of Energy and Public Works

[redacted]

**VS-52**

# *Work Health and Safety Act 2011*

## Section 155(2)

## NOTICE TO GIVE INFORMATION AND DOCUMENTS TO THE REGULATOR

**To:** CPB Contractors Pty Ltd

**Address:** Level 6, HQ South Tower
520 Wickham Street
Fortitude Valley QLD 4006

I, Helen Burgess, being a delegate of the regulator under the *Work Health and Safety Act 2011* ("Act") pursuant to section 154 of the Act and, having reasonable grounds to believe that CPB Contractors Pty Ltd is capable of producing documents in relation to a possible contravention of this Act, or that will assist the regulator to monitor and enforce compliance with the Act ("reasonable grounds"), hereby, pursuant to section 155(2)(b) of the Act, require CPB Contractors Pty Ltd to produce the documents specified in the **Schedule of Required Information and Documents to be Produced** to this Notice, to me **by 5.00pm on 22 May 2020.**

### Particulars of the Matters Comprising Reasonable Grounds

I have reasonable grounds to believe that CPB Contractors Pty Ltd is capable of producing documents in relation to a possible contravention of this Act, or documents that will assist the regulator to perform the function of monitoring and enforcing compliance under section 152(b) of the Act.

I am aware that there have been four workplace safety incidents relating to falling objects since construction commenced at two sites of the Cross River Rail Project (the Project), with three of these occurring on one site, including:

(a) In November 2018, a reo bar was pushed over the edge of the 7th floor at the Woolloongabba site, located at the Woolloongabba Bus Station;

(b) In July 2019, a metal flashing dropped from the platform 10 awning onto the temporary public footpath at the Roma Street site, located at the Roma Street Transit Centre;

(c) In January 2020, FC sheeting fell six metres into a designated exclusion zone; the sheeting subsequently hit a wall and bounced outside the exclusion zone. This incident took place at the Roma Street site, located at the Roma Street Transit Centre;

(d) In February 2020, medium density fibre board fell approximately five metres, narrowly missing two workers. This incident took place at the Roma Street site, located at the Roma Street Transit Centre.

Further, I am aware that as of 6 May 2020, 71 notices have been issued to contractors working on all Project sites. Seventeen of these notices have been issued to CBP Contractors Pty Ltd, and 54 notices have been issued to various sub-contractors operating across all Project sites. The notices have resulted in fines being awarded totalling $25,920. The notices were issued for the following non-compliance categories:

(a) work environment (total 20);

(b) plant related (total 11);

(c) asbestos related (total 6);

(d) working at heights (total 6);

(e) respirable crystalline silica (total 5);

(f) hazardous chemicals (total 4);

(g) demolition work (total 3);

(h) emergency procedures (total 3);

(i) scaffolding (total 3);

(j) electrical installations (total 2);

(k) personal protective equipment (total 2);

(l) excavation work (total 2);

(m) amenities (total 1);

(n) failing to notify the regulator of a notifiable incident (total 1);

(o) falling objects (total 1);

(p) failing to update a Safe Work Method Statement (SWMS) following consultation with workers (total 1).

Fourteen of the aforementioned notices related to access or traffic management issues. Another thirteen of the notices related to SWMS in a variety of categories including asbestos, demolition work, excavation work and respirable crystalline silica.

Against this background, I am seeking to ensure statutory compliance with the Act and in particular, the requirement for officers of CPB Contractors Pty Ltd to ensure the corporation complies with its duties and obligations under section 27 of the Act.

**NOTE:** For the purposes of this Notice:

***document*** includes—

(a) any paper or other material on which there is writing; and

(b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for a person qualified to interpret them; and

(c) any disc, tape or other article or any material from which sounds, images, writings or messages are capable of being produced or

reproduced (with or without the aid of another article or device) (*Acts Interpretation Act 1954*, Sch.1); and

(d) a record (Act, Sch.5).

**Commercially Sensitive and Confidential Information**

Section 271 of the Act is directed at ensuring the confidentiality of the information that you give, and the documents that you produce, to me. The information you give, and documents you produce, can only be disclosed in accordance with the requirements of this provision. I warn you that you may be liable for an offence under section 155(5) of the Act if you fail to give information or provide a document, or part of a document, solely on the grounds that the document, or the part, contains commercially sensitive or confidential information.[1]

**WARNING**

Pursuant to section 155(3) of the Act I am obliged to warn you as follows:

A person, who refuses or fails to comply with this Notice without a reasonable excuse, may be liable to prosecution and, if found guilty, liable to a maximum penalty of 100 penalty units in accordance with section 155(5) of the Act.

Under section 172 of the Act a person is not excused from answering a question or providing information or a document on the grounds of self-incrimination or on the grounds that it may expose that person to a penalty. However, any information provided by an individual is not admissible as evidence in criminal or civil proceedings against that individual other than proceedings arising out of the false or misleading nature of the answer, information or document. This includes any information directly or indirectly derived from the information the person has provided.

[1] See *Perilya Limited v Nash* [2015] NSWSC 706

Neither this Notice nor anything in the Act requires a person to produce a document that would disclose information, or otherwise provide information, that is the subject of legal professional privilege - see section 269 of the Act. It is an offence under section 268 of the Act, in complying or purportedly complying with the Act (including with this Notice), to give false or misleading information and/or produce a document that is known to be false or misleading (maximum penalty 100 penalty units).

Where you do not give me information or produce documents on the basis of a claim made that the information or document is subject to legal professional privilege, I require you to identify the basis for the claim in your response to the specific numbered requirement to which the claim relates.

**You are required to give the information and documents to me in PDF format by email [redacted] unless I approve another method in writing.**

[redacted]

Helen Burgess
Delegate of the Regulator under the Act
8 May 2020
Mobile No: [redacted]

# Schedule of Required Information and Documents to be Produced

## How to Give the Information Required

The information that you must give me, by way of responses to the questions asked in the specific requirements to give information made below, must be:

a) in writing;

b) signed by a competent officer of CPB Contractors Pty Ltd; and

c) referenced by the Specific Requirement Number (SRN) of the requirement to which the information you have given, or document you produce, relates.

## Production of Documents

All references to requirements to produce documents made pursuant to this Notice are references to requirements to produce documents that are in your possession, custody or control.

A requirement made in this Notice to produce “any” document is a requirement to produce **any and all** such documents described in the requirement.

All SRN for the production of documents are in **bold** for ease of identification.

## Duplication of Documents Produced

Where a document that is already produced pursuant to a requirement made under one SRN (the “first SRN”) must also be produced pursuant to a requirement made under another SRN, it is sufficient compliance with this Notice for you to make reference to the document already produced under the first SRN in response to any further specific requirements made to produce that document.

**Specific requirements to give information and produce documents under this Notice:**

1. **Please produce un-redacted copies of the minutes of any meeting of the CPB Contractors Pty Ltd Executive Leadership Group (including sub-committee minutes), convened between 1 July 2018 to the time and date of the issue of this notice.**

2. **Please produce un-redacted copies of the decisions of the CPB Contractors Pty Ltd Executive Leadership Group (including sub-committee decisions), made without a meeting, between 1 July 2018 to the time and date of the issue of this notice.**

3. **Please produce un-redacted copies of any reports, memorandums, or other documents, which were prepared between 1 July 2018 and the time and date of this notice, by or at the direction of member/s of the CPB Contractors Pty Ltd Executive Leadership Group, including but not limited to the managing director and other managers, for the purpose of advising the CPB Contractors Pty Ltd Executive Leadership Group of matters relating to safety performance at the Cross River Rail project.**

[redacted]

……..
Helen Burgess
Delegate of the Regulator under the Act

Time of issue: 3 pm

Date of issue: 8 May 2020

14 April 2023

Logan Timms
Executive Director, Strategy – Strategy and Policy and Building Contract Management
Major Projects | Public Works Division
Department of Energy and Public Works
GPO Box 2457, BRISBANE QLD 4001

**Confidential**

Dear Logan,

**BPP Head Contractor Prequalification**

Thank you for your letter dated 30 March 2023 concerning CPB's BPP head contractor prequalification application, submitted on 5 December 2022.

You have asked for information covering a 6 year period demonstrating that CPB not only complies with Work Health and Safety legislation and regulations but has taken further steps demonstrating the industry leadership expected on Best Practice Principle projects.

Based upon CPB's understanding of the Best Practice Principles and its experience on Best Practice Principle projects, it is necessary to show a demonstrated history of and commitment to compliance with work health and safety laws. Accordingly, CPB is pleased to provide the following further necessary documentation and information supporting its application.

**Compliance History**

We understand that your request for further information is based upon a Workplace Health and Safety Queensland (**WHSQ**) compliance history check you have received about CPB projects.

We note that there appears to be a discrepancy between the number of notices you refer to, and CPB's records. This may be because the WHSQ history check includes notices on CPB projects before CPB exercised control over the relevant site. For example, CPB is aware that, for the Cross River Rail project (**CRR**), at least 30 regulatory notices issued were in fact in respect of conduct by subcontractors of the Cross River Rail Delivery Authority, prior to CPB exercising control of the relevant sites. Also, it is not clear whether the number of regulatory notices to which you refer include notices which were overturned after an internal review by WHSQ – which has occurred on a number of occasions. In the circumstances, we believe the number of notices which required action by CPB were less than stated. In any event, we confirm that all of those issued to CPB have been closed out.

One specific issue we would like to address, is the fatality which is referenced in your letter. That was a tragic traffic incident which was in fact dealt with exclusively as a criminal matter by the Queensland Police, and there was no suggestion or finding of wrongdoing on the part of CPB whatsoever. WHSQ took no action at all in respect of this saddening event, caused by an unlicensed driver losing control of a stolen vehicle being driven at excessive speeds while driving through one of our work sites. The driver has since received a long custodial sentence.

**Safety Leadership**

Providing safe and healthy workplaces is a core value at CPB. That commitment to safety is underpinned by the CIMIC Group's One HSE Culture framework, an approach that makes safety simple to understand, more relevant to people's day-to-day actions and more effective in the field. One HSE Culture framework provides a commonality of behavioural language across all of our operations. It clearly outlines and sets our core expectations for everyone, regardless of their role or location, including our supply chain partners.

CPB's focus upon safety and wellbeing is driven by CPB's senior leaders, from CPB's Board and managing director down. CPB's commitment to safety and wellbeing is not static and it is constantly looking at ways to improve its safety culture. This commitment and leadership was recently recognised by the Victorian Government's Major Transport Infrastructure Authority (MTIA) Annual Health and Safety Awards, where CPB won three categories of awards for its innovative safety methods implemented on WestGate Tunnel and M80 projects.

You ask for information that demonstrates the officers of CPB receive copies of health and safety enforcement action in a timely way, understand what the action relations to and ensure policies, procedures and process are monitored and reviewed and that all necessary changes are implemented in a sustainable way.

CPB is happy to demonstrate this and it does so by providing the following example of CPB's approach.

In early 2020, the CRR Project experienced a large number of inspections by Inspectors from Workplace Health and Safety Queensland (WorkSafe Queensland) in the prior six months. During the same period, there were more than 100 workplace entries (ROE) by WHS entry permit holders with some lasting up to six hours and involving multiple officials. Of the seventy-five (75) notices issued after CPB exercised control over the various sites, twenty-seven (27) were issued to subcontractors and forty-eight (48) were issued to CPB.

Against that background, CPB's managing director required a review of the CRR project to be conducted to:

1. Review the circumstances in which the ROE's, Inspections by WorkSafe Queensland Inspectors and the issue of the Notices had arisen on the Project.

2. Review the safety concerns/issues to which the Notices relate and determine whether there are any systemic or underlying work health and safety concerns on the Project that are not being identified by or addressed by the Project's work health and safety systems and procedures;

3. Considering the regulatory notices that have been issued, review whether the lead and lag indicators are a true and accurate reflection of the relative safety performance of the Project;

The review conducted of the CRR project was extensive. The review identified the construction planning and risk management processes implemented on the Project were of a high standard. There were no significant corrective issues required as a result of the review, and assurance was obtained as to the appropriate implementation of the health and safety system referred to above.

In addition, CPB refers to its accreditation to the international standard - ISO 14001 OHS Management Systems. To maintain that accreditation CPB is independently audited.

CPB is also accredited under the Federal Work Health and Safety Accreditation Scheme. Under that scheme, CPB is regularly audited on-site by Federal Safety Officers appointed under the Federal Safety Commissioner Act 2022 with a particular focus on: (1) demonstrated senior management commitment to WHS; (2) integration of safe design principles into the risk management process; (3) whole of project WHS consultation and communication;(4) demonstrated effective subcontractor WHS management arrangements across building and construction projects; (5) whole of project performance measurement; and (6) WHS training and competency to deal with safety risks. In each case, CPB's audit results are of a

high standard. Recent audits in Queensland alone, have confirmed CPB's high standard of workplace health and safety, with no corrective actions of note being required as a result of the audits. This most recent audit was conducted on a project being delivered in accordance with Queensland's Best Practice Principles.

CPB is proud of its commitment to safety and believes its performance is world class, at least equal to if not better than the current prequalified BPP Head Contractors.

We thank you for this opportunity to provide further information on CPB' strong safety performance, in support of our application for pre-qualification. We look forward to a positive determination such as has already been received by a number of other major contractors to date.

If you have any questions, please do not hesitate to contact me; I would be happy to meet with you in person and address any remaining concerns you may have.

Yours sincerely,

[redacted]

**Vince Sanfilippo**
**General Manager, QLD & PNG**
CPB CONTRACTORS PTY LIMITED

## Sanfilippo, Vince

**From:** Logan Timms [redacted]
**Sent:** Wednesday, 26 April 2023 1:16 PM
**To:** Hough, Leticia
**Cc:** PQC Registrar
**Subject:** RE: CPB WHP letter - BPP Prequalification - information request
**Attachments:** 230414 BPIC Prequal Letter.pdf; CPB WHP letter - BPP Prequalification - information request

**Sensitivity:** Confidential

**CAUTION:** This email originated from outside of the Organisation.

Hi Leticia,

Thank you for the letter dated 14 April. Your response is appreciated. While the letter provides an overview of the general actions, we are looking for evidence to demonstrate that officers, also referred to as duty holders, of CPB Contractors Pty Ltd (CPB) receive copies of health and safety enforcement action in a timely way, understand what the action relations to and ensure policies, procedures and process are monitored and reviewed and that all necessary changes are implemented in a sustainable way.

Specifically, your letter advises that CPB have undertaken the following actions:

- a review required by CPB's Managing Director,
- audits to maintain accreditation to the international standard - ISO 14001 OHS Management Systems and the Federal Work Health and Safety Accreditation Scheme
- audits in Queensland that have confirmed CPB's standard of workplace health and safety with no corrective actions of note being required as a result of the audits.

Would you please provide copies of the reviews and identify the role and involvement of officers. Our previous correspondence requested CPB provide the following:

- Copies of the minutes of any meeting of the Board of Directors for CPB (including advisory sub-committee minutes), convened since 1 July 2017, that relate to health and safety matters relevant to any of the above nine areas of concern.
- Copies of records of any decisions of the Board of Directors for CPB (including advisory sub-committee decisions), made without a board meeting, since 1 July 2017, that relate to health and safety matters relevant to any of the above nine areas of concern.
- Copies of any reports, memorandums, or other documents (such as policies, procedures, risk assessments, tool box talks, training, safe work method statements, engineer certification, health and safety committee meeting minutes, consultation with workers), which were prepared since 1 July 2017, by or at the direction of member/s of the Board of Directors of CPB, including but not limited to the managing director and other managers, for the purpose of advising the Board of Directors and CPB of matters relating to health and safety matters relevant to any of the above nine areas of concern on any of their projects.

Provision of these documents is likely to be a way of the officers demonstrating compliance or otherwise with their duties under section 27 of the *Work Health and Safety Act 2011*.

I am keen to finalise this matter as soon as possible and look forward to a response at your earliest convenience.

Kindest Regards
Logan

**Logan Timms**
Executive Director, Strategy – Strategy and Policy and Building Contract Management
**Major Projects** | **Public Works Division**
Department of Energy and Public Works
**P** [redacted] **P:** [redacted] | **E** [redacted]
Level 10, 53 Albert Street, Brisbane Queensland 4001

**From:** Hough, Leticia [redacted]
**Sent:** Friday, 14 April 2023 3:27 PM
**To:** Logan Timms [redacted]
**Cc:** PQC Registrar [redacted]
**Subject:** RE: CPB WHP letter - BPP Prequalification - information request
**Importance:** High
**Sensitivity:** Confidential

**CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.**

Good afternoon Logan

Please find attached CPB Contractors response to your letter dated 30 March 2023 concerning CPB's BPP head contractor prequalification application.

If you have any questions, please do not hesitate to contact us.

Kind Regards

**Leticia Hough**
Business Development Coordinator - Qld & PNG
Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted] **E** [redacted]
**W** cpbcon.com.au

CPB CONTRACTORS | Constructing our future together

A MEMBER OF THE CIMIC GROUP CIMIC

**From:** Logan Timms [redacted]
**Sent:** Friday, 31 March 2023 3:51 PM
**To:** Hough, Leticia [redacted]
**Cc:** PQC Registrar [redacted]
**Subject:** CPB WHP letter - BPP Prequalification - information request

**CAUTION:** This email originated from outside of the Organisation.

Hi Leticia,
I hope this letter finds you well. I have left a voice message and text message as a courtesy that this letter has been prepared and is coming via email. The reason why I am calling is that this is a new process. While I have advised of this matter at various industry briefings, it will be unfamiliar to most.
As per my text message, we are conducting enhanced due diligence on BPP PQC applications for head contractors and sub-contractors. A batch of letters have gone out this week and last week explicitly outlining our areas of concern and seeking responses that address these concerns.
Very happy to discuss this.
Wishing you a restful weekend.
Kindest Regards
Logan

**Logan Timms**
Executive Director, Strategy – Strategy and Policy and Building Contract Management
**Major Projects** | **Public Works Division**
Department of Energy and Public Works
**P** [redacted] **P:** [redacted] | **E** [redacted]
Level 10, 53 Albert Street, Brisbane Queensland 4001



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Thank you.

********** This email, and any files transmitted with it, are confidential and intended for use by the addressee only. The confidential nature of the information contained in the email and/or file attachment is not waived, lost or destroyed if it is sent to other than the addressee. Use or dissemination of the information contained in the email and/or file attachment, by a recipient other than the addressee, may cause commercial damage to both/either the sender and/or addressee. If you are

not the addressee of this email/file attachment contact the sender immediately and delete this email/file attachment. **********

## Sanfilippo, Vince

**From:** Logan Timms [redacted]
**Sent:** Thursday, 27 April 2023 11:29 AM
**To:** Hough, Leticia
**Cc:** PQC Registrar
**Subject:** RE: CPB WHP letter - BPP Prequalification - information request

**Sensitivity:** Confidential

**CAUTION:** This email originated from outside of the Organisation.

Thanks Leticia
Sorry, I meant to add that provision of these documents and any other information you identify is likely to be a way of the officers demonstrating compliance with their duties under section 27 of the *Work Health and Safety Act 2011*.
An Australian Securities and Investment Commission's (ASIC) organisational search indicates the officer duties under the Work Health and Safety Act 2011 are held by:

Colin Carrigan
Jason Spears
Camillo Masci
Pedro Maese

In relation to each of the seven areas of concern (electrical, traffic management, cranes, falling objects, access and egress, mobile plant and emergency evacuation) I am seeking information that demonstrates that these officers of CPB Contractors Pty Limited who have a duty under the Work Health and Safety Act 2011 receive copies of any health and safety related enforcement action in a timely way, understand what the enforcement action relates to, ensure policies, procedures and process are monitored and reviewed in response to receiving any enforcement action, and that all necessary changes are implemented in a sustainable way to prevent recurrence on future projects.
Kindest Regards
Logan

**From:** Hough, Leticia [redacted]
**Sent:** Wednesday, 26 April 2023 1:41 PM
**To:** Logan Timms [redacted]
**Cc:** PQC Registrar [redacted]
**Subject:** RE: CPB WHP letter - BPP Prequalification - information request
**Sensitivity:** Confidential

**CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.**

Hi Logan
Confirming receipt of your email. I will come back to you with CPBs response as soon as possible.
Kind Regards

**Leticia Hough**
Business Development Coordinator - Qld & PNG
Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted] **E** [redacted]
**W** cpbcon.com.au

A MEMBER OF THE CIMIC GROUP
CIMIC

**From:** Logan Timms [redacted]
**Sent:** Wednesday, 26 April 2023 1:16 PM
**To:** Hough, Leticia [redacted]
**Cc:** PQC Registrar [redacted]
**Subject:** RE: CPB WHP letter - BPP Prequalification - information request
**Sensitivity:** Confidential

**CAUTION:** This email originated from outside of the Organisation.

Hi Leticia,

Thank you for the letter dated 14 April. Your response is appreciated. While the letter provides an overview of the general actions, we are looking for evidence to demonstrate that officers, also referred to as duty holders, of CPB Contractors Pty Ltd (CPB) receive copies of health and safety enforcement action in a timely way, understand what the action relations to and ensure policies, procedures and process are monitored and reviewed and that all necessary changes are implemented in a sustainable way.

Specifically, your letter advises that CPB have undertaken the following actions:

- a review required by CPB's Managing Director,
- audits to maintain accreditation to the international standard - ISO 14001 OHS Management Systems and the Federal Work Health and Safety Accreditation Scheme
- audits in Queensland that have confirmed CPB's standard of workplace health and safety with no corrective actions of note being required as a result of the audits.

Would you please provide copies of the reviews and identify the role and involvement of officers. Our previous correspondence requested CPB provide the following:

- Copies of the minutes of any meeting of the Board of Directors for CPB (including advisory sub-committee minutes), convened since 1 July 2017, that relate to health and safety matters relevant to any of the above nine areas of concern.
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Provision of these documents is likely to be a way of the officers demonstrating compliance or otherwise with their duties under section 27 of the *Work Health and Safety Act 2011*.

I am keen to finalise this matter as soon as possible and look forward to a response at your earliest convenience.

Kindest Regards
Logan


Queensland Government

**Logan Timms**
Executive Director, Strategy – Strategy and Policy and Building Contract Management
**Major Projects** | **Public Works Division**
Department of Energy and Public Works
**P** [redacted] **P:** [redacted] | **E** [redacted]
Level 10, 53 Albert Street, Brisbane Queensland 4001


**From:** Hough, Leticia [redacted]
**Sent:** Friday, 14 April 2023 3:27 PM
**To:** Logan Timms [redacted]
**Cc:** PQC Registrar [redacted]

**Subject:** RE: CPB WHP letter - BPP Prequalification - information request
**Importance:** High
**Sensitivity:** Confidential

**CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.**

Good afternoon Logan
Please find attached CPB Contractors response to your letter dated 30 March 2023 concerning CPB's BPP head contractor prequalification application.
If you have any questions, please do not hesitate to contact us.
Kind Regards

**Leticia Hough**
Business Development Coordinator - Qld & PNG
Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted] **E** [redacted]
**W** cpbcon.com.au

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A MEMBER OF THE CIMIC GROUP CIMIC

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**From:** Logan Timms [redacted]
**Sent:** Friday, 31 March 2023 3:51 PM
**To:** Hough, Leticia [redacted]
**Cc:** PQC Registrar [redacted]
**Subject:** CPB WHP letter - BPP Prequalification - information request

**CAUTION:** This email originated from outside of the Organisation.

Hi Leticia,
I hope this letter finds you well. I have left a voice message and text message as a courtesy that this letter has been prepared and is coming via email. The reason why I am calling is that this is a new process. While I have advised of this matter at various industry briefings, it will be unfamiliar to most.
As per my text message, we are conducting enhanced due diligence on BPP PQC applications for head contractors and sub-contractors. A batch of letters have gone out this week and last week explicitly outlining our areas of concern and seeking responses that address these concerns.
Very happy to discuss this.
Wishing you a restful weekend.
Kindest Regards
Logan

**Logan Timms**
Executive Director, Strategy – Strategy and Policy and Building Contract Management
**Major Projects** | **Public Works Division**
Department of Energy and Public Works
**P** [redacted] **P:** [redacted] | **E** [redacted]
Level 10, 53 Albert Street, Brisbane Queensland 4001

Queensland Government

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Thank you.

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28 April 2023

Logan Timms
Executive Director, Strategy – Strategy and Policy and Building Contract Management
Major Projects | Public Works Division
Department of Energy and Public Works
GPO Box 2457, BRISBANE QLD 4001

**Confidential**

Dear Logan,

**BPP Head Contractor Prequalification**

Thank you for your email dated 26 April 2023.

You have asked for further information in relation to CPB's compliance with its duties under section 27 of the *Work Health and Safety Act* 2011 (**Act**).

Our letter dated 14 April 2023 addressed these issues in significant detail. As identified in that letter, the matters the subject of your request relate to the Cross River Rail project and have been the dealt with by Work Health and Safety Queensland (WHSQ) (being the regulator with jurisdiction under the *Work Health and* Safety Act *2011* to ensure that a person complies with its duties and obligations under section 27 of the Act) to its satisfaction.

The relevant facts are:

1. On about 8 May 2020, the Delegate of the Regulator under the Act provided CPB with a Notice under section 155 of the Act for the very information you are now seeking.

2. On about 19 June 2020, CPB responded to the Notice (to both the Delegate and the Assistant Crown Solicitor) with detailed information demonstrating its compliance with section 27 of the Act.

3. As a consequence, and having been satisfied by CPB's cooperation and the information provided by CPB, on 29 June 2020 the Delegate withdrew the Notice.

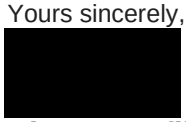
Since that time, the Cross River Rail project has continued to be managed to the highest standards of safety, and as you are no doubt aware, the number of notices issued on the project has decreased substantially, and continuously, since 2020. This is supported by the outcome of an audit by the office of the Federal Safety Commissioner, which reviewed the CPB safety management system and its implementation and recorded a previously unmatched result of zero non-conformances across all aspects of delivery on this project. This improvement can be attributed to multiple factors including ongoing liaison with WHSQ, closer collaboration with subcontractors and a concerted focus on workforce strategies to address key WHSQ safety concerns.

We trust this further information shows CPB's demonstrated history of and commitment to compliance with work health and safety laws in accordance with the Best Practice Principles.

We appreciate your consideration of our application and look forward to your prompt advice on the outcome.

If you have any questions, please do not hesitate to contact us. We would be happy to meet with you in person and address any questions you may have.

Yours sincerely,



**Vince Sanfilippo**
General Manager, QLD & PNG

CPB CONTRACTORS PTY LIMITED

Queensland Government

Department of
**Energy and Public Works**

8 May 2023

Leticia Hough
Business Development Coordinator
CPB Contractors Pty Ltd
[redacted]

Dear Leticia

Thank you for your latest email of 28 April 2023, in response to our requests of 30 March and 26 April 2023 for information in support of CPB Contractors Pty Ltd's head contractor prequalification application of 5 December 2023.

While we acknowledge that you have provided some information we have sought further information that demonstrates that officers of CPB Contractors Pty Limited, who have a duty under the *Work Health and Safety Act 2011*, receive copies of any health and safety related enforcement action in a timely way, understand that to which the enforcement action relates, ensure policies, procedures and processes are monitored and reviewed in response to receiving any enforcement action, and that all necessary changes are implemented in a sustainable way to prevent recurrence on future projects.

The information that you have provided does not address these matters and therefore we are unable, at this time, to prequalify CPB Contractors Pty Ltd (ABN 98 000 893 667) to work on Best Practice Principle building projects.

To be able to prequalify CPB Contractors Pty Ltd, we require information to demonstrate how the officers of CPB Contractors Pty Limited have exercised their due diligence duties, as specified in section 27 of the *Work Health and Safety Act 2011*.

Schedule 5 of the *Work Health and Safety Act 2011* defines an officer within the meaning of section 9 of the *Corporations Act 2001* of the Commonwealth other than a partner in a partnership.

Section 9 of the *Corporations Act 2001* defines an officer of a corporation as:

a) a director or secretary of the corporation; or
b) a person:
    i. who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the corporation; or
    ii. who has the capacity to affect significantly the corporation's financial standing; or
    iii. in accordance with whose instructions or wishes the directors of the corporation are accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the directors or the corporation); or
c) a receiver, or receiver and manager, of the property of the corporation; or
d) an administrator of the corporation; or
e) an administrator of a deed of company arrangement executed by the corporation; or



GPO Box 2457 Brisbane
Queensland 4001 Australia

Telephone +617 3008 2800
Website www.epw.qld.gov.au

f) a liquidator of the corporation; or
g) a trustee or other person administering a compromise or arrangement made between the corporation and someone else.

An Australian Securities and Investment Commission's (ASIC) organisational search indicates the officer duties under the *Work Health and Safety Act 2011* are held by:

- Colin Carrigan
- Jason Spears
- Camillo Masci
- Pedro Maese

The information we requested relates to how CPB Contractors Pty Ltd's relevant officers have exercised their individual due diligence duties in relation to the areas of concern we identified in our request for further information, specifically:

1. electrical
2. traffic management
3. cranes
4. falling objects
5. access and egress
6. mobile plant
7. emergency evacuation

To clarify, for each of these areas of concern, we are asking for further information to demonstrate each of the officers have taken reasonable steps, as per section 27 (5) of the *Work Health and Safety Act 2011*. This should include demonstration of:

- when the officers received the enforcement notices which relate to the above areas of concern, referred to in our request for further information
- what did the officers do in response to the notices
- as some of these notices were issued for repeat issues, what have the officers done to verify that CPB Contractors Pty Ltd have responded to the matters the subject of the notices, taken action or ensured action has been taken, and ensure actions are monitored and reviewed, where necessary to ensure they are effective in preventing recurrence. What systems have the officers put in place to ensure they are aware of work, health and safety notices and that workplace health and safety issue/s are being dealt with appropriately by the organisation.

It is for this reason our previous correspondence of 30 March 2023 set out the information the department anticipated would be included in your response, as follows:

1. Copies of the minutes of any meeting of the Board of Directors for CPB Contractors Pty Limited (including advisory sub-committee minutes), convened since 1 July 2017, that relate to health and safety matters relevant to any of the above areas of concern.
2. Copies of records of any decisions of the Board of Directors for CPB Contractors Pty Limited (including advisory sub-committee decisions), made without a board meeting, since 1 July 2017, that relate to health and safety matters relevant to any of the above areas of concern.
3. Copies of any reports, memorandums, or other documents (such as policies, procedures, risk assessments, tool box talks, training, safe work method statements, engineer certification, health and safety committee meeting minutes, consultation with workers), which were prepared since 1 July 2017, by or at the direction of member/s of the Board of Directors of CPB Contractors Pty Limited, including but not limited to the managing director and other managers, for the purpose of advising the Board of Directors and CPB Contractors Pty Limited of matters relating to health and safety matters relevant to any of the above areas of concern on any of their projects.

Provision of these documents is likely to be a way of the officers demonstrating compliance or otherwise with their duties under section 27 of the *Work Health and Safety Act 2011*.

The department intends completing its consideration of CPB Contractors Pty Ltd's application of 5 December 2023 this week. For this reason, we encourage you to promptly and by no later than 5pm Wednesday 10 May 2023, submit all further supporting information to the department that you intend for the department to take into account when determining your application.

Your application will be considered, and a decision made based on the information provided by you by that time.

At this stage and based on a preliminary review of the supporting information received from you, we have identified considerable gaps in the information that we would anticipate being provided to support a successful prequalification application.

Further, if the relevant officers of CPB Contractors Pty Ltd require a further reasonable time to collate and submit the supporting information or wish to clarify the request for information in support of the application, officers of the Prequalification team and Workplace Health and Safety Queensland are available to meet the CPB officers at a mutually agreed time and date.

If your officers require that meeting, we encourage you to advise of convenient dates and times, to avoid unnecessary postponement in finalising the prequalification application. You will appreciate that if a face-to-face meeting or an extension of time to submit supporting information is required by you, the prequalification application will be necessarily placed on hold for the requisite time.

Yours sincerely

[redacted]

8/5/23

Logan Timms
Executive Director, Strategy – Strategy and Policy and Building Contract Management
Major Projects | Public Works Division
Department of Energy and Public Works

[redacted]

10 May 2023

Logan Timms
Executive Director, Strategy – Strategy and Policy and Building Contract Management
Major Projects | Public Works Division
Department of Energy and Public Works
GPO Box 2457, BRISBANE QLD 4001

**Confidential**

Dear Logan,

**BPP Head Contractor Prequalification**

Thank you for your letter dated 8 May 2023 asking for further information to be provided by no later than 5 pm on 10 May 2023.

Our letters dated 14 April 2023 and 28 April 2023 set out in considerable detail how CPB complies with the *Work Health and Safety Act* 2011 (**Act**), including section 27.

Your letter asks for further information to demonstrate how CPB's officers exercise their due diligence duties, as specified in section 27 of the Act.

**Further information**

As we noted in our last letter, on 8 May 2020 the Delegate of WHSQ asked CPB for the very same information, CPB responded to that request with information demonstrating its compliance with section 27 of the Act to the satisfaction of the Delegate, such that the Delegate withdrew their request. The Delegate being so satisfied with CPB's compliance with section 27 of the Act, we would expect that fact alone to be sufficient to be enable CPB to be prequalified to work on Best Practice Principle building projects.

In this regard, we **attach**:

1. the Notice CPB received from the Delegate;
2. CPB's response to the Delegate (and Crown Law) dated 19 June 2020 including attachments (**CPB's Response**);
3. The Delegate's email confirming their satisfaction with CPB's response and the withdrawal of the notice.

Please note that CPB's Response was provided to the Delegate subject to the confidentiality requirements set out in section 271 of the Act. Those requirements continue to apply to CPB's Response such that it cannot be disclosed or used for any purpose except as permitted by section 271(3) of the Act.

Paragraphs 82 to 90 of CPB's Response set out in detail how CPB and its directors deal with statutory notices and how safety performance is monitored and improved. For example (only), as is noted at paragraph 90, there are regular meeting of the directors of CPB and safety and health is a prominent agenda item for discussion. At these meetings, the Managing Director's Safety and Health Dashboard is presented and discussed along with submissions on various safety, health and environmental issues. During these meetings, the General Manager SHEQ is regularly given instructions and direction from the

directors of CPB on safety health and environmental performance. Paragraphs 90(a) to 90(h) gives examples of these instructions and directions.

Further to this, we also **attach** two redacted extracts of minutes of the CPB Board, together with redacted copies of safety reports addressed at those meetings as well as the latest copies the regulatory notice register and reports given to the directors of CPB. In particular:

1. CPB Board meeting 11 August 2020 – CPB's board of directors met and reviewed the safety report (including details of safety audits undertaken) and discussed actions to be undertaken including as a result of the review of the Cross River Rail project initiated by Managing Director. The Board also considered the regulatory notices that had been issued on the Cross River Rail project that month.

2. CPB Board meeting 10 November 2020 - CPB's board of directors met and reviewed the safety report (including details of safety audits undertaken) and discussed actions to be undertaken.

3. The regulatory notices register is sent to the directors on a weekly basis – the redacted register for 2022 and 2023 is attached.

4. The ECSC Health and Safety Review report is provided to and considered by the directors - the redacted January to March 2023 ECSC Health and Safety Review report is attached.

5. The Safety and Health Report is provided to the directors every month for review and consideration at the meeting of the Board – the redacted Board report for the first quarter of 2023 is attached.

In our view, these documents further demonstrate CPB directors' compliance with section 27 of the Act. As we set out in our letter dated 14 April 2023, CPB and its officers more than comply with these requirements. We again refer you to the matters set out in pages 3 and 4 of our letter dated 14 April 2023.

In addition to this, we note that the Cross River Rail project (the largest infrastructure project in the State) has continued to be managed to the highest standards of safety - a fact acknowledged by the Queensland Government in Parliament on 18 April 2023 (see pages 919 and 920 of Hansard[1]) – with the safety performance on the project being described as "***well above** safety standard*s" (our emphasis). Again, we would expect these facts to be more than sufficient to enable CPB to be pre-qualified to work on Best Practice Principle building projects.

**Next steps**

We appreciate your consideration of our application and look forward to your prompt advice on the outcome.

In our view, the Department should exercise its power to grant CPB prequalification on the basis the Department must be satisfied that the officers of the company fulfil their safety due diligence, in circumstances where:

(a) The Federal Safety Commissioner has audited CPB's safety system and safety record, including with regard to the Cross River Rail Project and found it compliant;

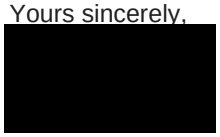
(b) The regulator has been provided with records pertaining to officer due diligence actions with regard to the Cross River Project and has not found any breach of these duties; and

(c) The Queensland government has recently noted that the project is being managed by CPB to the highest safety standards.

[1] see //efaidnbmnnnibpcajpcglclefindmkaj/https://documents.parliament.qld.gov.au/events/han/2023/2023_04_18_WEEKLY.pdf and https://tv.parliament.qld.gov.au/?reference=0Mba20230418_111032

We would welcome the opportunity to meet with you to answers any questions you may have.

Yours sincerely,



**Vince Sanfilippo**
General Manager, QLD & PNG

CPB CONTRACTORS PTY LIMITED

# *Work Health and Safety Act 2011*

## Section 155(2)

## NOTICE TO GIVE INFORMATION AND DOCUMENTS TO THE REGULATOR

**To:** CPB Contractors Pty Ltd

**Address:** Level 6, HQ South Tower
520 Wickham Street
Fortitude Valley QLD 4006

I, Helen Burgess, being a delegate of the regulator under the *Work Health and Safety Act 2011* ("Act") pursuant to section 154 of the Act and, having reasonable grounds to believe that CPB Contractors Pty Ltd is capable of producing documents in relation to a possible contravention of this Act, or that will assist the regulator to monitor and enforce compliance with the Act ("reasonable grounds"), hereby, pursuant to section 155(2)(b) of the Act, require CPB Contractors Pty Ltd to produce the documents specified in the **Schedule of Required Information and Documents to be Produced** to this Notice, to me **by 5.00pm on 22 May 2020.**

### Particulars of the Matters Comprising Reasonable Grounds

I have reasonable grounds to believe that CPB Contractors Pty Ltd is capable of producing documents in relation to a possible contravention of this Act, or documents that will assist the regulator to perform the function of monitoring and enforcing compliance under section 152(b) of the Act.

I am aware that there have been four workplace safety incidents relating to falling objects since construction commenced at two sites of the Cross River Rail Project (the Project), with three of these occurring on one site, including:

(a) In November 2018, a reo bar was pushed over the edge of the 7th floor at the Woolloongabba site, located at the Woolloongabba Bus Station;

(b) In July 2019, a metal flashing dropped from the platform 10 awning onto the temporary public footpath at the Roma Street site, located at the Roma Street Transit Centre;

(c) In January 2020, FC sheeting fell six metres into a designated exclusion zone; the sheeting subsequently hit a wall and bounced outside the exclusion zone. This incident took place at the Roma Street site, located at the Roma Street Transit Centre;

(d) In February 2020, medium density fibre board fell approximately five metres, narrowly missing two workers. This incident took place at the Roma Street site, located at the Roma Street Transit Centre.

Further, I am aware that as of 6 May 2020, 71 notices have been issued to contractors working on all Project sites. Seventeen of these notices have been issued to CBP Contractors Pty Ltd, and 54 notices have been issued to various sub-contractors operating across all Project sites. The notices have resulted in fines being awarded totalling $25,920. The notices were issued for the following non-compliance categories:

(a) work environment (total 20);

(b) plant related (total 11);

(c) asbestos related (total 6);

(d) working at heights (total 6);

(e) respirable crystalline silica (total 5);

(f) hazardous chemicals (total 4);

(g) demolition work (total 3);

(h) emergency procedures (total 3);

(i) scaffolding (total 3);

(j) electrical installations (total 2);

(k) personal protective equipment (total 2);

(l) excavation work (total 2);

(m) amenities (total 1);

(n) failing to notify the regulator of a notifiable incident (total 1);

(o) falling objects (total 1);

(p) failing to update a Safe Work Method Statement (SWMS) following consultation with workers (total 1).

Fourteen of the aforementioned notices related to access or traffic management issues. Another thirteen of the notices related to SWMS in a variety of categories including asbestos, demolition work, excavation work and respirable crystalline silica.

Against this background, I am seeking to ensure statutory compliance with the Act and in particular, the requirement for officers of CPB Contractors Pty Ltd to ensure the corporation complies with its duties and obligations under section 27 of the Act.

**NOTE:** For the purposes of this Notice:

***document*** includes—

(a) any paper or other material on which there is writing; and

(b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for a person qualified to interpret them; and

(c) any disc, tape or other article or any material from which sounds, images, writings or messages are capable of being produced or

reproduced (with or without the aid of another article or device) (*Acts Interpretation Act 1954*, Sch.1); and

(d) a record (Act, Sch.5).

**Commercially Sensitive and Confidential Information**

Section 271 of the Act is directed at ensuring the confidentiality of the information that you give, and the documents that you produce, to me. The information you give, and documents you produce, can only be disclosed in accordance with the requirements of this provision. I warn you that you may be liable for an offence under section 155(5) of the Act if you fail to give information or provide a document, or part of a document, solely on the grounds that the document, or the part, contains commercially sensitive or confidential information.[1]

**WARNING**

Pursuant to section 155(3) of the Act I am obliged to warn you as follows:

A person, who refuses or fails to comply with this Notice without a reasonable excuse, may be liable to prosecution and, if found guilty, liable to a maximum penalty of 100 penalty units in accordance with section 155(5) of the Act.

Under section 172 of the Act a person is not excused from answering a question or providing information or a document on the grounds of self-incrimination or on the grounds that it may expose that person to a penalty. However, any information provided by an individual is not admissible as evidence in criminal or civil proceedings against that individual other than proceedings arising out of the false or misleading nature of the answer, information or document. This includes any information directly or indirectly derived from the information the person has provided.

[1] See *Perilya Limited v Nash* [2015] NSWSC 706

Neither this Notice nor anything in the Act requires a person to produce a document that would disclose information, or otherwise provide information, that is the subject of legal professional privilege - see section 269 of the Act. It is an offence under section 268 of the Act, in complying or purportedly complying with the Act (including with this Notice), to give false or misleading information and/or produce a document that is known to be false or misleading (maximum penalty 100 penalty units).

Where you do not give me information or produce documents on the basis of a claim made that the information or document is subject to legal professional privilege, I require you to identify the basis for the claim in your response to the specific numbered requirement to which the claim relates.

**You are required to give the information and documents to me in PDF format by email at [redacted] unless I approve another method in writing.**

[redacted]
Helen Burgess
Delegate of the Regulator under the Act
8 May 2020
Mobile No: [redacted]

# Schedule of Required Information and Documents to be Produced

## How to Give the Information Required

The information that you must give me, by way of responses to the questions asked in the specific requirements to give information made below, must be:

a) in writing;

b) signed by a competent officer of CPB Contractors Pty Ltd; and

c) referenced by the Specific Requirement Number (SRN) of the requirement to which the information you have given, or document you produce, relates.

## Production of Documents

All references to requirements to produce documents made pursuant to this Notice are references to requirements to produce documents that are in your possession, custody or control.

A requirement made in this Notice to produce “any” document is a requirement to produce **any and all** such documents described in the requirement.

All SRN for the production of documents are in **bold** for ease of identification.

## Duplication of Documents Produced

Where a document that is already produced pursuant to a requirement made under one SRN (the “first SRN”) must also be produced pursuant to a requirement made under another SRN, it is sufficient compliance with this Notice for you to make reference to the document already produced under the first SRN in response to any further specific requirements made to produce that document.

**Specific requirements to give information and produce documents under this Notice:**

1. **Please produce un-redacted copies of the minutes of any meeting of the CPB Contractors Pty Ltd Executive Leadership Group (including sub-committee minutes), convened between 1 July 2018 to the time and date of the issue of this notice.**

2. **Please produce un-redacted copies of the decisions of the CPB Contractors Pty Ltd Executive Leadership Group (including sub-committee decisions), made without a meeting, between 1 July 2018 to the time and date of the issue of this notice.**

3. **Please produce un-redacted copies of any reports, memorandums, or other documents, which were prepared between 1 July 2018 and the time and date of this notice, by or at the direction of member/s of the CPB Contractors Pty Ltd Executive Leadership Group, including but not limited to the managing director and other managers, for the purpose of advising the CPB Contractors Pty Ltd Executive Leadership Group of matters relating to safety performance at the Cross River Rail project.**

[redacted]……..

Helen Burgess
Delegate of the Regulator under the Act

Time of issue: 3 pm

Date of issue: 8 May 2020

**Mills Oakley**
ABN: 51 493 069 734

19 June 2020

Your ref: Peter O'Connor
Our ref: MJDS/MJDS/3371279

All correspondence to:
PO Box H316
AUSTRALIA SQUARE NSW 1215
**DX 13025 Sydney Market Street**

**Contact**
Malcolm Davis [redacted]
Email: [redacted]

**Partner**
Malcolm Davis [redacted]
Email: [redacted]

"Without Prejudice"
"Strictly Confidential Pursuant to section 271 of the *Work Health & Safety Act 2011* (QLD)"

Attention: Peter O'Connor
Assistant Crown Solicitor
Crown Law Queensland
Department of Justice and Attorney General

**Email: peter.oconnor[redacted]**
**COPY TO:-**
**Email: Helen.Burgess[redacted]**
**Email: graham.lee[redacted]**

Dear Mr O'Connor,

**Cross River Rail – Section 155 Notice (Notice) issued to CPB Contractors Pty Ltd (CPB)**

We refer to the conference telephone call on 26 May 2020 and the subsequent exchange of correspondence in relation to the above matter.

As foreshadowed, in an effort to assist your client to gain a better general understanding of CPB we have set out below some general background material. In addition, we have included specific details of our client's, systems, policies and procedures as they relate to work, health and safety generally and to the Cross River Rail Project (**CRR Project**) in particular.

We trust that the information that is contained in this letter will permit your client to refine the scope of the material that it wishes to obtain pursuant to the Notice.

As you will appreciate from the information that is provided, CPB is a multi-national undertaking with highly sophisticated and well resourced WH&S specialists and senior management that are dedicated to ensuring, so far as reasonably practicable, that the very highest health and safety standards are achieved and maintained across its undertaking.

**NOTICE**
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# BACKGROUND:-

## CPB

1. CPB Contractors Pty Ltd (**CPB**) is an Australasian construction company.
2. CPB combines the construction expertise and track record formerly delivered by Leighton Contractors and Thiess.
3. CPB's operations span every State and Territory of Australia, New Zealand and Papua New Guinea, including many iconic projects. CPB works across all key sectors of the construction industry, including roads, rail, tunnelling, defence, building and resources infrastructure. Its work covers a range of delivery models, including:
    a. Design and construct;
    b. Construct only;
    c. Construction management;
    d. Alliances and joint ventures; and
    e. Public Private Partnerships (**PPP**s) in conjunction with CIMIC's Pacific Partnerships.
4. CPB has a management structure that reflects all relevant statutory requirements, is consistent with good governance principles, the size and diversity of CPB's international operations, CPB's Business Unit structure and the complexity of the numerous Projects that CPB undertakes, as detailed in the balance of this letter.
5. CPB maintains a staff of seventy five (75) health and safety personnel throughout its operations in Corporate, within Business Units and on specific Projects.
6. As a result of CPB's extensive operations throughout Australia and internationally the day-to-day activities of the Board and the ELT are many and varied. The vast majority of those activities are highly confidential and commercially sensitive and traverse every element of CPB's day-to-day operations including, but not limited to:-
    a. Preparation and consideration of highly confidential tenders for new projects that are subject to competitive bid processes;
    b. Sensitive and highly confidential negotiations with joint venturers and other third parties, including proposed joint venturers and partners on new projects;
    c. Sensitive and highly confidential financial matters regarding the dealings between CPB and its parent, and CPB and its banks and other financial institutions regarding CPBs funding and the funding for current projects and those that it proposes to undertake;
    d. Sensitive and highly confidential legal matters regarding contentious and non-contentious legal issues that arise in the course of its business;
    e. Sensitive and highly confidential human resource matters regarding the many thousands of staff that CPB employs or otherwise engages across its various projects; and
    f. Development of highly confidential and sensitive industrial relations strategies in respect of existing and proposed projects.

7. Currently CPB has a total of sixty eight (68) active construction projects underway throughout Australia and internationally, fifty eight (58) of which are in located within Australia. The combined project value of all of these construction projects is many tens of billions of dollars. Of those projects currently being undertaken by CPB in Australia, ten (10) of those projects are being constructed in the State of Queensland.

## THE CRR PROJECT

### Overview

8. The CRR Project involves the construction of a 10.2 kilometre rail line from Dutton Park to Bowen Hills, which includes 5.9 kilometres of twin tunnels under the Brisbane River and the Brisbane CBD, the construction of railway stations, upgrading of existing rail lines and stations where there is interface with the Project, and attendant works.
9. The Project is Queensland's largest infrastructure project.
10. Section 8 of the *Cross River Rail Delivery Authority Act 2016* (Qld) (**CRRDA Act**) established the Cross River Rail Delivery Authority (**CRR Delivery Authority**). The Board of Management of the CRR Delivery Authority was established under section 30 of the CRRDA Act.
11. The Queensland Government and CRR Delivery Authority maintain a website for the Cross River Rail Project at httes://crossriverrail.q1d.gov.au/ (the **CRR Website**). The CRR Website describes the benefits or the Project.

### Infrastructure Packages

12. The CRR Project is comprised of 3 major packages of works:
    a. the TSD Package which has been undertaken as a PPP;
    b. the RIS Package that has been as an Alliance; and
    c. the European Train Control System contract.
13. CPB was a part of the Pulse Consortium that successfully tendered for the TSD Works.
14. The Pulse Consortium is comprised of a number of local and foreign entities, of which CPB is one.
15. CPB was also a part of the "**Unity Alliance**" that successfully tendered for the RIS Works.

### TSD Works

16. The head contractor for the TSD Works is an entity known as Pulse Partnerships Pty Ltd (**Pulse**), a "special purpose vehicle" established for the purpose of carrying out a public-private partnership for the CRR Project, and other related purposes.
17. Under the Project Agreement between the State of Queensland and Pulse, Pulse is required to design, construct, operate, maintain and finance the TSD Works within a fixed time for a fixed cost.
18. Pulse has engaged as the D&C subcontractor an unincorporated joint venture called the "**CBGU JV**", of which CPB is a member (**D&C Joint Venture**).

19. Under the D&C Subcontract between Pulse and the D&C Joint Venture, the D&C Joint Venture is required to design and construct the TSD Works within a fixed time for a fixed cost.

# CHRONOLOGY RELEVANT TO CPB'S INVOLVEMENT IN THE CRR PROJECT

**February 2018**

20. In February 2018, the Queensland Government announced that three consortia had been shortlisted for the "Request for Proposal" phase of the procurement process for the TSD Works within Cross River Rail project.

21. The Pulse consortium was one of 3 consortia shortlisted by the Queensland Government for the TSD Works.

22. The Pulse Consortium subsequently submitted a Proposal to the Queensland Government for the TSD Works (**Proposal**).

23. The Proposal identified that Pulse would subcontract the TSD Works to the CBGU JV.

**April 2019**

24. In April 2019, the Queensland Government announced the Pulse Consortium as the preferred bidder.

**10 May 2019**

25. On 10 May 2019, Pulse was incorporated for the purpose of being the "Special Purpose Vehicle" ultimately intended to contract with the Queensland Government for the project agreement for the TSD Works.

**30 June 2019/1 July 2019**

26. On or around 30 June 2019, the following contracts for the TSD Works were signed:

    a. the project agreement between the State of Queensland and Pulse (**the Project Agreemen**t); and

    b. the "D&C Subcontract" between the State of Queensland, Pulse, and each individual member of the D&C Joint Venture (the **D&C Subcontract**).

27. To achieve contractual close, a number of conditions precedent had to be met by Pulse. Among the necessary preconditions that had to be met to the satisfaction of the State of Queensland was the acceptance by the State of Queensland of all management plans, including the Safety Management Plan under the Project Agreement.

28. On 30 June 2019 the financial close of the Project Agreement was achieved.

29. After financial close, CPB gradually commenced to take control over the CRR Project's various sites from the CRR Delivery Authority (as detailed below).

**30 September 2019**

30. On 30 September 2019, the members of the Unity Alliance entered into a contract with the State of Queensland for the RIS Works.

31. On 30 September 2019 CPB assumed control over the Albert Street Site of the CRR Project.

**Early October 2019**

32. As at early October 2019 site establishment and construction works under the D&C Subcontract had not commenced. There were two reasons for this:-

a. First, in order for the D&C Joint Venture to be able to start the TSD Works, it must satisfy a number of conditions precedent under the D&C Subcontract, including obtaining approval from the Independent Certifier for all Management Plans. As at early October 2019 the Independent Certifier had not yet provided that approval; and

b. Second, the D&C Joint Venture still had to obtain Independent Certifier certification of the Site Establishment and Initial support designs to enable commencement of the works.

33. By way of explanation, all design documents are developed progressively and reviewed in three stages (called "**Gate**" approvals).

34. For most of the TSD Works, there are 3 "Gates":

    a. Gate 1 ("preliminary design");

    b. Gate 2 ("detailed design"); and

    c. Gate 3 ("issued for construction" or "IFC").

35. With respect to the initial works for shaft supports (which are classified as temporary structures under the Subcontract), there are only 2 gates of approval: Gate 1 (detailed design), and Gate 2 (IFC).

36. To progress through the Gate approval process, the design documents must be certified by the Independent Certifier.

37. Design documents are submitted for approval as part of a "design package". Each design package represents an installation or a defined amount of work (big or small) depending on the construction program.

38. The D&C Joint Venture did not, as at early October 2019, have a single design package which had been certified as "issued for construction".

39. According to the Construction Program, the first item of construction work to be commenced was the installation of shaft supports at Albert Street, Roma Street, and Woolloongabba. Installation of shaft supports at Albert Street was dependent on buildings there first being demolished, so works at Roma St and Woolloongabba was scheduled to commence first.

40. However, for each of these 3 sites, there are two separate design packages for the works: the first related to site establishment, and the second related to the actual construction works for the installation of shaft supports.

41. The first series of design packages for site establishment includes (for each site): the site layout; internal road and site installation layout; environmental provisions; site services; and hoarding alignments.

42. The second design package for initial shaft support included the pile and associated anchor arrangements, shaft collar and retention wall details. Once those elements were installed, then excavation work (which is part of a different design package) could commence.

43. As at early October 2019 none of the design packages for shaft supports at Roma St, Albert St or Woolloongabba had yet been approved, though agreement with the

Independent Certifier to close comments on the design were expected to result in approval for commencement of the works in or around late October 2019.

44. The CRR Delivery Authority, separately and independently of Pulse partnerships, undertook preliminary works as follows:

    a. the demolition and site remediation of the former GoPrint site at Woolloongabba;

    b. relevant commercial properties along Albert Street and Roma Street have been acquired; and

    c. construction of the new temporary Brisbane Coach Terminal was progressing ahead of the demolition of the Brisbane Transit Centre later in 2018.

**16 October 2019**

45. On 16 October 2019 CPB assumed control over the Roma Street Site.

**17 October 2019**

46. On 17 October 2019 CPB assumed control over the Woolloongabba Site.

**6 November 2019**

47. On 6 November 2019 CPB assumed control over the Boggo Road Site.

## WORK HEALTH & SAFETY NOTICES ISSUED IN CONNECTION WITH THE CRR PROJECT

48. As indicated above, CPB did not reach financial close on its involvement on the CRR Project until 30 June 2019 and then did not take control of the various sites from the CRR Delivery Authority until:-

    a. Albert Street Site 30/9/19;

    b. Roma Street Site 16/10/19;

    c. Woolloongabba Site 17/10/19; and

    d. Boggo Road Site 06/11/19

49. As at late May 2020, of the seventy nine (79) regulatory notices issued by Inspectors and/or the Regulator in connection with the CRR Project, the following can be observed:-

    a. Thirty (30) relate to the period prior to CPB taking control of the relevant Sites;

    b. Twenty (22) were issued to CPB, one (1) of which was later set aside after internal review and two (2) of which are subject of outstanding requests for internal review; and

    c. Twenty seven (27) were issued to subcontractors, of which one (1) was subsequently withdrawn.

# CPB'S SAFETY POLICIES, SYSTEMS, PRCEDURES EXPLAINED

## CPBs Management System Approach

50. As mentioned above, CPB combines the construction expertise and track record of two of Australia's leading construction companies:
    a. Leighton Contractors formed in 1949; and
    b. Thiess, formed in 1934.
51. The construction divisions of Leighton and Thiess were merged in July 2014 and were ultimately consolidated within CPB in January 2016.
52. In conjunction with CPB's clients and partners, CPB is delivering some of Australia's most important and iconic projects across the road, rail, ports, tunnelling, defence, building, health and oil and gas sectors.
53. CPB's Management System are designed to ensure a consistent approach to delivery. CPB's commitment to Safety, Health, Environment and Quality (**SHEQ**) underpins its approach to delivery of sustainable outcomes.
54. The CPB Management System (**CMS**) helps to drive the safe and efficient delivery of projects for CPB's clients and other stakeholders as well as achieving overall business objectives.
55. The CMS is mandated across operational & support departments in CPB's Business Units, the Corporate office and across all of CPB's projects, where the CPB is the principal contractor.
56. To ensure the ongoing sustainability of CPB's business over the long term, and to ensure CPB delivers against its clients' requirements, CPB follows a process referred to as "**The Way We Operate**", which is depicted in Figure 1 below.
57. The process aligns with ***AS/NZ ISO 9004:2011 Managing for the sustained success of an organisation*** – a quality management approach that has been specifically adapted for CPB.
58. CPB's Management System integrates a number of elements which operationalise CPB's Management System Approach process and ensures a systematic, planned and consistent approach to work delivery. The elements, which make up the management system, are a set of interdependent components forming an integrated whole, each of which is explained in greater detail in Figure 2 and Table 2.

59. At the highest level is Board Governance which via Board Charters, Delegations of Authority and the Code of Conduct provides detail in relation to the direction, management, control and expectations of the Group. Definitions for each of the document types depicted in Figure 2 are included in Table 2.

| Document Type & Hierarchy | Definition |
|---|---|
| **Policy** | A statement of strategic intent, commitment and includes minimum requirements |
| **Procedure** | Describes the steps to be undertaken to complete an activity, the accountable roles and the tools and knowledge to be used |
| **Work Instruction** | Provides detailed instructions on how to carry out a particular task. It is generally a repeatable task that is consistent across the business. It can be standalone or part of a Procedure. |
| **Tools** | Preformatted documents (forms and templates) used to collect specific data or information for a particular purpose |
| **Knowledge** | Reference material to provide context or guidance to a Policy or Procedure. |

*Table 2 – Document Type Definitions*

60. Underpinning the management system is a range of Business Applications (software) used to manage and support CPB's operations. Refer to Section below for a brief overview of how the CMS interfaces with other document and record management applications.

## Management System Principles

61. The document hierarchy, definitions and supporting templates have been standardised across the Group to support the governance framework. It is important to note that there a number of principles that underpin the development and use of the documents in an integrated way. In summary these include:

    a. Group policies apply to CPB and its employees, unless specifically stated in the policy;

    b. Group policies, procedures and supporting documentation are not to be amended or rebranded;

    c. CPB develops specific corporate policies and procedures to meet a specific operational, jurisdictional or functional requirement that cannot be incorporated into a Group document;

    d. CPB specific procedures and supporting documentation must not conflict with or duplicate Group documents;

    e. CPB Business Units may only develop procedures to meet additional requirements which cannot be incorporated within Corporate documents;

    f. Project specific procedures may only be developed to meet a specific project or contractual requirement that cannot be incorporated into the Corporate Management System documentation;

    g. Project specific procedures and supporting documentation must not conflict with or duplicate Corporate Management System procedures and supporting

documentation and must be approved by a Business Unit Representative to ensure compliance is not eroded;

h. All procedures in any level of management system are mandatory. If a procedure references a work instruction, tool or knowledge then that document is mandatory to use. Any other supporting documentation is for information only or can be used at a user's discretion;

62. CPB also develops and maintains its Corporate Management System via the SharePoint platform.

## Management System Structure

63. The objective of the Corporate Management System is to drive a systematic, planned and consistent approach to delivering work safely and efficiently and in compliance with relevant requirements. However, to work effectively, people within CPB need to access Policies, Procedures and supporting documentation that are specific to their workplace. While Policies are the same across the business, procedural requirements may be different depending on the Business Unit, sector (e.g. Rail versus Corporate), Region (e.g. NSW versus WA) or Project. In order to meet these requirements, the Corporate Management System is structured in a way so users 'view' management system documentation either in the Corporate Management System (which is generally where Business Unit and Corporate personnel refer to) or a Project Management System which is developed for each project required to work in accordance with CPB management system requirements.

64. Each Project Management System is structured to include all relevant Corporate Management System documentation, relevant Business Unit, sector and regional documentation as well as any project or client specific documentation.

65. To drive consistency across all projects, Corporate Management System documentation (which includes Corporate and Business Unit requirements) forms the foundation of each Project Management System. Projects can then add additional documentation that is specific to the project. As a result, the Project Management System is a combination of the Corporate Management System and project specific content. Figure 3 shows an indicative breakdown of the percentage of Corporate

Management System versus project or client specific content.

*Figure 3 – Indicative percentage of CMS and PMS Content*

66. Projects cannot modify Corporate Management System documents in the system. This is designed to ensure a consistent approach across operations and to meet internal and external compliance requirements.

**CPB's Safety Reporting System Explained**

67. Enablon is a commercially available information technology cloud based online reporting software application. CPB have customised the Enablon software to suit the needs of the Business and this has resulted in the application being renamed "Synergy".

68. CPB use this software system to assist the Business and Projects to better manage their risk and to, capture, report and manage Health, Safety and Environmental performance. It is also used to analyse data in order to track actions and identify trends in data reported by Sites, Projects, Business Units and also Corporately.

69. There are many modules available under the Synergy platform, to date, CPB are using the following desktop and mobile modules of Synergy (Enablon);

    a. Incident and Investigation Management;

    b. Audit Management;

    c. Inspection Management;

    d. Action Plan Management;

    e. Report and Dashboard Management.

**How are Statutory Notices reported, recorded and tracked?**

70. If a Statutory Notice or Right of Entry Notice is received by a CPB Project, the Project Safety Health (SH) Manager and/or Business Unit (BU) SH Manager will inform the General Manager SHEQS and Group Safety and Health Manager via phone and email regarding the notice and details. The BU Safety Manager then sends an email out to the Business Unit Senior Leadership Team, all Project Managers and Project Safety

Managers regarding the details of the Statutory Notice or Right of Entry Notices (see two attached emails as examples).

71. The details of the Statutory Notice along with a copy is then entered into Synergy. All required corrective actions to close the notices out are identified and these too, are also entered into Synergy and a responsible person is allocated those actions and a due by date is also identified.

72. CPB has established procedures and templates for periodic reporting for weekly, monthly, quarterly and annual reporting. Please see attached procedures and templates.

73. The weekly project and corporate reports, monthly Business Unit SHEQ Report and monthly Business Unit teleconference, the monthly Managing Director SHE Dashboard and the Business Unit Quarterly SHEQ Report include information on any Statutory Notices issued in the period. The detail of the information provided in each of these reports may vary depending on the nature of the notices received within the period. Due to the volume of reporting some information is consolidated and/or summarised depending on the intended recipient and the purpose and format of the particular report.

74. In part some of that reporting relates to action tracking including actions closed on time, actions overdue and actions where a time frame may have been extended.

75. The recipients of these reports are set out below:

    a. Weekly Project Report – Project Director, Project Senior Management Team;

    b. Weekly SHE Performance Report – Managing Director, relevant members of the ELT and Directors, all Business Leaders and SHEQ Leaders;

    c. Monthly Project Report – Project Director, Joint Venture Management Committee, Business Unit General Manager, EGM;

    d. Monthly Business Unit SHEQ Report – Business Unit GM, EGM, GM SHEQ, Group Manager SH;

    e. Monthly Business Unit Teleconference – Business Unit GM, SHEQ Leaders, Construction Managers, Operations Managers, Project Directors and Project Managers;

    f. Monthly Managing Director SHE Dashboard – Managing Director, relevant members of the ELT and Directors, all General Managers, all SHEQ Leaders;

    g. Business Unit Quarterly SHEQ Report – Business Unit GM, EGM, GM SHEQ, Managing Director.

**Incident Management & Investigation**

76. CPB have established incident notification, reporting, investigation and management procedures. Each incident depending upon the actual or potential severity of the incident is reviewed by a level of management.

77. The following applies depending on the level of incident:

    a) For Class 1A incidents the investigation team is appointed by the General Manager SHEQ and at completion of the investigation, a Significant Incident Review is

presented by the relevant Project Manager to a panel chaired by the Managing Director, relevant Executive General Manager, Business Unit General Manager, General Manager SHEQ, Group Manager Safety and Health and Business Unit SHEQ Managers. This Significant Incident Review provides a detailed overview of the incident including timely updates on any injuries. It also examines in much detail the incident causation, root cause/s and corrective actions to prevent recurrence;

b) For Class 1P incidents, the investigator (or investigation team) is appointed by the Business Unit General Manager and at completion of the investigation, a Significant Incident Review is presented by the relevant Project Manager to a panel chaired by the relevant Executive General Manager, Business Unit General Manager, General Manager SHEQ, Group Manager Safety and Health and Business Unit SHEQ Managers. This Significant Incident Review provides a detailed overview of the incident including timely updates on any injuries. It also examines in much detail the incident causation, root cause/s and corrective actions to prevent recurrence;

c) For Class 2 incidents involving an injury that results in a worker losing part of or the whole of a shift. The Project Manager must appoint an investigator and at completion of the investigation, an Incident Review is conducted by the Business Unit General Manager and Business Unit SHEQ Manager;

d) For Class 2 incidents where there is an injury or restriction of work, the Project Manager must appoint an investigator and at completion of the investigation. At the completion of the investigation, the Project Manager must conduct an incident review.

e) In all the above cases, incident details, investigation process, investigation close out and corrective actions are entered into Synergy and tracked until it has been successfully closed.

78. For Class 1 (actual or potential) incidents, a Safety Flash Report is developed by the Project and Business Unit within 24 hours. The Safety Flash Report is then distributed by the Business Unit Safety Manager to the Business Unit General Manager, the Business Unit Senior Leadership Team and all Project Managers and Safety Managers. A copy of the Flash Report is also distributed to the General Manager SHEQ and Group Manager Safety and Health. The Group Manager Safety and Health distributes a copy of the Flash Report to relevant members of the ELT, all General Managers and Business Unit SHEQ Managers and Business Unit Safety Managers.

79. At the completion of an investigation a Lessons Learnt is developed by the Project and Business Unit and it is distributed across CPB, by the Group Manager Safety and Health.

80. Where there are actions that are identified to prevent recurrence across a Business Unit or across CPB, a corrective action is entered into Synergy and sent globally to all Project Managers for action. These global actions are reviewed and tracked for completion.

81. At the end of each week a Managing Director Class 1P presentation is distributed to relevant members of the ELT to provide an update on any injuries and outcomes of any investigation.

**How are Statutory Notices recorded and tracked?**

82. If a Statutory Notice is received by a CPB Project, the Project SH Manager and/or delegate is required to enter the Regulatory Visit into Synergy in the Incident Management module as an Event (Regulatory Visit) and complete information about the Notice of Violation. If actions are required by the Project to demonstrate closure of the notice, an Action Plan must be created in the Action Plan Management module and tracked through to closure.
    a. Refer to Procedure: Manage Synergy (attached);
    b. Refer to Knowledge: Synergy Event Classification Matrix – section, Regulatory Visit (attached);
    c. Refer to Knowledge: Synergy Quick Guide - How to Create A Regulatory Visit (attached).
83. Each Business Unit prepares a Monthly Report that details the Safety, Health and Environment performance for the previous month. The Report includes information on leading and lagging indicator performance along with any significant incidents. It also contains Governance and Assurance activities conducted during the month. It also contains any external compliance activity both internally and externally, which for the latter is in the form of any Statutory Notices issued, corrective actions identified and if they have been closed out. These actions are also entered into Synergy at the time and are tracked via Synergy to conclusion.
    a. Refer to Monthly SHEQ Report Template (attached).
84. Each of the various Business Unit Monthly reports are analysed, compiled and the Managing Directors Monthly Safety and Health Dashboard is produced and distributed to the Managing Director of CPB, the Executive Leadership Team, all General Managers and Business Unit SHEQ Managers.
    a. Refer to MD's monthly Safety and Health Dashboard (attached).
85. Each Business Unit also prepares a Quarterly SHEQ Report that details the Safety, Health and Environment performance for the previous quarter. The Report includes information on leading and lagging indicator performance along with any significant incidents. It also contains Governance and Assurance activities conducted during the month. It also contains any external compliance activity both internally and externally, which for the latter is in the form of any Statutory Notices issued, corrective actions identified and if they have been closed out. These actions are also entered into Synergy at the time and are tracked via Synergy to conclusion.
    a. Refer to Quarterly SHEQ Report Template (attached).
86. The Managing Director regularly reviews (usually quarterly) performance of each Business Unit with the relevant Executive General Manager and the General Manager SHEQ. The reviews examine a variety of areas including performance, risk and governance.
    a. Refer to attached Minutes from recent Quarterly Reviews.

87. There are regular meetings (usually weekly) between the Managing Director and the General Manager SHEQ to review performance, incidents and actions. The General Manager SHEQ is regularly given instruction and direction regarding Safety, Health and Environmental performance.

    a. Refer to attached emails distributed at the direction of the Managing Director, to CPB staff.

88. Regular emails are sent (usually weekly) regarding Safety and Health performance to relevant members of the ELT, The General Managers and Project Managers at the direction of the Managing Director.

    a. Refer to attached email examples.

89. There are regular meetings (usually occurring monthly) with the ELT where Safety, Health and Environmental performance is a prominent agenda item. At these meetings the Safety and Health Strategy is discussed along with the progress of any Safety and Health initiatives that they may have previously initiated and/or approved. This meeting also gives approval to or proposes new initiatives to improve Safety and Health performance. Some of the recent approvals sought and obtained arising from these meetings include:

    a. Approval to undertake and the conduct of a 3 day workshop in Sydney with 135 people from across CPB to develop the 3 year Safety and Health strategy “Everyone Safe”;

    b. Develop and conduct a series of Webinar’s on CPB’s requirements regarding Heavy Vehicle National Law;

    c. Approval to review and rollout a 2 day Supervisor training program for front line leaders and subcontractor supervisors;

    d. Develop and implement mobile phone mobility solutions to expand the use of Synergy;

    e. Shutdown/Restart Program for the 2019/2020 organisational shutdown and restart;

    f. Approval for development and rollout of series of Supervisor Soft Skills videos accessed via QR code readers;

    g. Development and implementation of the CPB Mandatory Health Declaration mobile phone App as part of COVID-19 pandemic;

    h. Purchase of 350 non-contact infrared thermometers to be used on projects to respond to the threat of COVID-19 on Projects.

90. There are regular meetings of the Directors for CPB (usually quarterly) and Safety and Health is a prominent agenda item for discussion. At these meetings the Managing Director’s Safety and Health Dashboard is presented and discussed along with submissions on various Safety, Health and Environmental issues. During these meetings, the General Manager SHEQ is regularly given instruction and direction from the Directors of CPB on Safety, Health and Environmental performance, including for example:

a. Approval to adopt Damstra as CPB's workforce management solution for workplace induction, worker competency, access and egress, plant approvals;

b. Review the safety standards applied to Piling Rigs used within CPB. [Note: This instruction resulted from incidents that occurred on CPB projects and after the Directors of CPB became concerned about the number of incidents involving Piling Rigs within the industry generally. This action resulted in CPB working with the Piling and Foundation Specialists of Australia to review the design and manufacture of Piling Rings to ensure that they comply with a European Standard EN 16228-1:2014. This Standard is not adopted within the industry in Australia and requires Piling Rigs to have safety and operational equipment over and above that which the industry currently accepts. This includes devices such as close circuit camera systems to provide the operator with 360 degree vision, including overhead vision. A system to safely stow the auxiliary hook when not in use, and the installation of pile data logging systems to remove the need for people to be near to a piling ring whilst it is hammering. It also requires the installation of load cells to both the main and auxiliary winch to ensure that the winches are not overloaded. There are also provisions for Emergency Stops along with an increase in the safety equipment within the operator's cabin. CPB have also worked with the Piling and Foundation Specialists Association of Australia to establish a program called PileSafe, a system that relies on annual independent inspection of the Piling Rigs to ensure manufacturer's specifications are maintained. CPB have also mandated the introduction of a Certificate of Competency for Piling Rig Operators, which the Piling Industry are now creating, which along with all other actions relating to Piling Rigs – a firsts for the industry in Australia.];

c. Develop and implement mobile phone mobility solutions to expand the use of Synergy;

d. Implement Dynamic Load Moment Indicators on all articulated mobile cranes operating on CPB projects. [Note: This particular instruction was issued after incidents occurred on CPB projects and a review was conducted of mobile crane related incidents across the construction industry. This action required CPB to increase the level of protection over and above that which manufacturers of articulated mobile cranes have supplied for many years. The standard approach by manufacturers has been to install Load Moment Indicators. What the Dynamic Load Moment Indicators deliver over and above the standard Load Moment Indicators is the ability to manage, respond and alert the driver to cross fall issues. The immediate cost impact of this action was in the vicinity of $450,000 and also resulted in a number of CPB owned articulated mobile cranes being sold as they could not be upgrade to accommodate the new technology. CPB have also instructed all sub-contractor owned or hired-in articulated mobile cranes to have this technology installed.

e. Require secondary warning systems to be established on all scissor type Mobile Elevating Work Platforms (MEWP's) used on CPB projects. [Note: This initiative commence as a research and development program after serious incidents occurred on CPB projects and a number of fatalities had occurred within the construction industry that related to the use of scissor type MEWP's. That research project was undertaken with the University of Technology, Sydney,

CSIRO and a research and development company in Brisbane. Initially a world search into secondary warning systems was undertaken, and testing was undertaken in controlled environments and then later on construction projects of the devices identified. The devices identified failed to perform to the identified standard, so CPB commenced the research and development of a secondary warning system with several prototypes tested. This research and development incurred substantial cost to CPB in the order of $750,000. Work was also undertaken with the Elevating Work Platform of Australia (EWPA) and a number of Worksafe Regulators also supported CPB in the push to have the EWPA work towards developing secondary warning systems for the scissor type MEWP's. Recently a number of manufacturers including Genie, JLG, Haulotte and GMG have developed or purchased secondary warning systems and CPB are now moving to restrict the use of MEWP's that do not have secondary warning systems installed and will prohibit their use from 1 November 2020.]

f. Shutdown/Restart Program for the 2019/2020 organisational shutdown;

g. Approval and rollout of Supervisor Soft Skills Videos accessed via QR code readers;

h. Review CPB's approach to managing respirable crystalline silica.

We note that the above information and the attached documentation is provided on a "Without Prejudice" basis, pursuant to the above mentioned Notice and is subject to the confidentiality requirements set out in section 271 of the WH&S Act. Our client appreciates the opportunity to engage with the Regulator in a constructive manner to facilitate it undertaking its relevant compliance functions under the WHS Act.

We note that the date for compliance with the Notice has been extended until 5.00pm on Friday 26 June 2020 while your client considers the above material and the scope of the Notice generally.

Yours faithfully,

[redacted]

**MALCOLM DAVIS**
**PARTNER**

Encl.

**Table of Attachments**

| Document No | Paragraph | Document Description |
|---|---|---|
| 1 | 4 | ASIC search CPB Contractors Pty Ltd identifying current Board |
| 2 & 2a | 70 | Two examples of emails that a BU Safety Manager might sends out to the Business Unit Senior Leadership Team, all Project Managers and Project Safety Managers regarding the details of a Statutory Notice or Right of Entry Notice |

| | | |
|---|---|---|
| 3 & 3a & 3b | 72 | Procedures and templates for periodic reporting for weekly, monthly, quarterly and annual reporting |
| 4 | 82(a) | Procedure: Manage Synergy |
| 5 | 82(b) | Knowledge: Synergy Event Classification Matrix – section, Regulatory Visit |
| 6 | 82(c) | Knowledge: Synergy Quick Guide - How to Create A Regulatory Visit |
| 7 | 83(a) | Monthly SHEQ Report Template |
| 8 | 84(a) | MD's monthly Safety and Health Dashboard |
| 9 | 85(a) | Quarterly SHEQ Report Template |
| 10 & 10a | 86(a) | Minutes from recent Quarterly Reviews |
| 11 & 11a &11b | 87(a) | Examples, emails distributed at the direction of the Managing Director, to CPB staff |
| 12 | 88(a) | Examples, emails sent (usually weekly) regarding Safety and Health performance to relevant members of the ELT, The General Managers and Project Managers at the direction of the Managing Director |
| 13 | N/A | Manage and Report SHE Incidents |
| 14 | N/A | Investigate SHE Incidents |

**Sanfilippo, Vince**

**From:** Burton, David [redacted]
**Sent:** Monday, 17 February 2020 5:54 AM
**To:** QLD&PNG BU SHEQ Distribution List
**Subject:** WHSQ Activity Update- Cross River Rail - TSD - Albert Street Precinct - 14.02.20

Morning All,

Friday 14/02/20, x3 WHSQ Inspectors attended the Cross River Rail – TSD - Albert Street precinct.

**Date –** 14/02/2020 **Time –** 08:00am **Duration** – 3hr 55min

**Regulator –** WHSQ

**Suspected Contravention**
- None

**Issues Identified**
- Proactive site visit. Inspection of Lot 1 Demolition work areas.
- Request for evidence of CGBUJV processes to verify relevant HRWL for prescribed HRWL activities

**Improvement / Infringement Notice Issued**
- Nil

Regards

**David Burton**
Safety Manager, Qld & PNG

CPB CONTRACTORS

520 Wickham Street, Fortitude Valley, QLD, 4006,
**M** [redacted]
E [redacted]

A MEMBER OF THE CIMIC GROUP
CIMIC

## Sanfilippo, Vince

**From:** Burton, David [redacted]
**Sent:** Friday, 13 March 2020 2:43 PM
**To:** QLD&PNG BU SHEQ Distribution List
**Subject:** WHSQ Activity Update- Cross River Rail - TSD - Albert Street Precinct - 12.03.20
**Attachments:** 200312 Workplace Inspection Report Form CRR Albert Street - TL.docx

Afternoon All,

Yesterday 2x WHSQ Inspectors attended the Cross River Rail – TSD - Albert St Precinct.

**Date –** 12/03/2020 **Time –** 09:00am **Duration** – 4hr 15min

**Regulator –** WHSQ

**Purpose of Visit**
Pro-active inspection

**Issues Identified**

- Observed Alberts Street gantry northern stairs had missing connecting bolts/ fixings to hold the stairs to the gantry. The stairs were only restrained by a tek screw through the top plate and hand rails.
- Rainwater was leaking in four places from the overhead gantry over the Albert Street public footpath, causing risk of slips, trips or falls.

**Notice Issued**

- Prohibition Notice issued to CPB directing the use of the gantry stairs is suspended until rectified.
- Improvement Notice issued to CPB directing the gantry must be able to stop water or dust falling on a person.

Regards

**David Burton**
Safety Manager, Qld & PNG

CPB CONTRACTORS

520 Wickham Street, Fortitude Valley, QLD, 4006,
**M** [redacted]
E [redacted]

A MEMBER OF THE CIMIC GROUP
CIMIC

# Manage SHEQS Internal and External Reporting

## Purpose

This procedure describes the steps to be undertaken to effectively manage Safety and Health, Environment, Quality and Sustainability (SHEQS) internal and external reporting requirements for the Business.

## Procedure

### 1 Establish Internal Reporting Requirements

*Accountability: GM SHEQ*

- Establish internal reporting requirements to ensure senior leaders acquire and maintain knowledge of SHEQS risks, performance and trends against set targets
    - Refer to Procedure: Manage SHEQS Objectives and Targets
- Communicate internal reporting requirements to the Business

### 2 Identify External Reporting Requirements

*Accountability: Group SH Manager, Group Manager Environment, Group Manager Sustainability, Reporting Manager Group SHEQ*

- Identify external SHEQS reporting requirements for the Business
    - Refer to Knowledge: Internal & External SHEQS Reporting Requirements
    - Refer to Knowledge: SHE Regulatory Notifications Guide
    - Refer to Tool: Rail Safety Performance Report Template

*Accountability: BU SHEQ Manager*

- Identify external SHEQS reporting requirements specific to the Business Unit (if applicable)

*Accountability: Project SH Manager, Project Environment Manager, Project Quality Manager*

- Identify external SHEQS reporting requirements specific to the Project (e.g. client, JV/Alliance Board etc)

### 3 Identify and Develop Reporting Format

*Accountability: Group SH Manager, Group Manager Environment, Group Manager Sustainability, Reporting Manager Group SHEQ*

- Identify and/or develop required external reporting format templates to ensure compliance with legal and or other requirements

- Develop and communicate mandatory reporting templates to ensure consistent presentation of SHEQS data

*Accountability: BU SHEQ Manager*

- Develop BU Dashboard format in line with any mandatory business requirements and ensure required internal and external information can be presented
  - Note: Business Units with Projects operating under the Business's Rail Safety National Law Notice of Accreditation must include specific requirements in the BU Dashboard
    - Refer to Tool: Rail Safety Performance BU Dashboard Template

*Accountability: Project SH Manager, Project Environment Manager, Project Quality Manager*

- Develop reporting templates that capture internal and external reporting requirements

## 4 Record and Report SHEQS Performance Data

*Accountability: Project SH Manager, Project Environment Manager, Project Quality Manager*

- Ensure monthly data is recorded in the applicable Business Application by the required date

*Accountability: BU SHEQ Manager*

- Review data recorded in the applicable Business Application to ensure accuracy
- Develop BU SHEQS performance reports as required
  - Refer to Tool: BU Monthly Safety Report Template
  - Refer to Tool: Rail Safety Performance BU Dashboard Template

*Accountability: Group SH Manager, Group Manager Environment, Group Manager Sustainability, Reporting Manager Group SHEQ, BU SHEQ Manager, Project SH Manager, Project Environment Manager, Project Quality Manager*

- Ensure external reporting is completed where required. Timeframes should be monitored after each incident to ensure all external reporting requirements are strictly met. Prior to any online reporting being completed, the following should be available:
  - When – Date and time of the event
  - Where – Place of the event
  - Who – Details of any licensee (QBCC only) in control of the site
  - Who – Identity of anyone injured or who breached the Workplace Health and Safety order
  - What – Details of any injuries (if known) and if medical assistance was called, or anyone hospitalised
  - Why – Any details you know about why the event occurred

(Queensland projects should note: QBCC also requires reporting of WHS incidents and issues.)

  - Refer to Knowledge: Internal & External SHEQS Reporting Requirements

- Refer to Tool: OFSC WHS Performance Reporting Pack
- Refer to Tool: Rail Safety Performance Report Template

# Monthly Safety and Quality Report

Business Unit: Insert BU here
Reporting Period: Insert Mth & Year here

# Contents


| | | |
|---|---|---|
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# 1 Performance Summary

**Achievements/Milestones/Issues/Challenges** (Maximum of 5 to be listed)

- 
- 
- 
- 
- 

# 2 Embedment of our ONE HSE Culture

*Provide a summary of initiatives currently in progress with planned completion dates.*

| Business Unit Actions taken or planned | Progress of Action |
|---|---|
| • | • |
| • | • |
| • | • |
| • | • |
| • | • |
| • | • |

# 3 Business Unit Safety & Health Plan

*Provide a summary of initiatives currently in progress with planned completion dates.*

| CPB Key Focus Area | Business Unit Action | Progress of Action |
|---|---|---|
| | • | • |
| | • | • |
| | • | • |
| | • | • |
| | • | • |
| | • | • |

# 4 Lead Indicators

| Focus | Indicator | Target | Conducted/ performed during the month | Performance YTD |
|---|---|---|---|---|
| Critical Risk Management | Project Managers conduct a Critical Risk Review (CRR) monthly | >90% of Project Manager's CRR conducted | | • |
| | Business Unit conduct 2 CRR's / Project / annum | 100% of Business Unit CRR conducted | | • |
| | Business Unit CRR percentage compliance | >85% compliance | | • |
| | General Managers review BU CRR's and provide feedback to the PM | 90% individual feedback to the project team by their GM on the CRR's | | • |

| Focus | Indicator | Target | Conducted/ performed during the month | Performance YTD |
|---|---|---|---|---|
| Audit Schedule | Number of project safety audits completed as a % of audits scheduled<br>(1 audit / project / annum) | >90% of safety audits completed against the scheduled plan | | • |
| | General Managers review project safety audit reports and provide feedback to the PM | 90% individual feedback to the PM from the GM on the result of the safety audit | | • |
| Action Management | General Managers review safety actions monthly and validate any extensions of time | <10% of timeframes are revised calculated as revised safety actions/total safety actions due during period | | • |
| | | >80% of all safety actions raised are completed. Calculated as safety actions closed on time/ safety actions due during period | | • |
| Incident Management | GM's visit a Project when a PC 1 (or greater) has occurred to support the PM & investigation | GM's visit projects where a PC 1 (or greater) has occurred within 7 days | | • |
| Training | No. of Staff attending Safety Leadership Training program | Number of staff identified have been trained | | • |
| Engagement | Conduct One HSE Culture Survey's | At least 1 / Project / year | | • |
| | Conduct subcontractor forums on projects | 1 per Project / quarter | | • |
| | GM's to conduct Safety Leadership Walk & Talks | 12 / year | | • |

# 5 Regulatory Notices

| **Date** | **Business Unit / Project** | **Regulator** (e.g. SafeWork) | **Notice Type** (Improvement, Infringement, Prohibition) | **Details of Notice** | **Action Taken** | **Status** (Open / Closed) |
|---|---|---|---|---|---|---|
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |

# 6 Top 3 Safety Risks

| | |
|---|---|
| **Top 3 Risks** | 1.<br>2.<br>3. |
| **Management Strategy for Top 3 Safety Risks** | 1.<br>2.<br>3. |

| Summary of progress made since last report to address remaining open actions | Status update and report date | | Responsible lead person |
|---|---|---|---|
| • <br>• | | | |

# 7 Safety Class 1P Incidents

| | | | | | |
|---|---|---|---|---|---|
| **Business Unit** | | **Quarterly Safety Performance Overview** | <Month> | <Month> | <Month> |
| **Project** | | **Monthly Critical Risk Review Results** | | | |
| **Circumstances** | | **Last Safety Audit Result** | | | |
| **Classification** | | **Total No of Potential Critical Incidents** | | | |

| (a) Date of Incident | (b) Incident Reported | (c) Incident Published on Synergy | (d) Investigation Completed | (e) Corrections Assigned | (f) Corrections Implemented |
|---|---|---|---|---|---|
| | | | | | |

| **Description of Event** |
|---|
| |

| | |
|---|---|
| **Immediate Actions (within 48 hours)** | 1.<br>2.<br>3. |
| **Who from BU Management attended the Project** | 1.<br>2. |
| **Investigation findings/root causes of event** | • |
| **Actions to address root causes and prevent reoccurrence here or elsewhere** | • |

Image

*Image caption*

| **Summary of progress made since last report to address remaining open actions** | **All actions complete (Y/N)** | **If No, who is responsible to complete** |
|---|---|---|
| • | | |

# 8 Management of Quality

## Quality Management Performance Indicators

| | Construction Lot Closure | | Management of NCR's | |
|---|---|---|---|---|
| **Project Name** | **Project percentage of lots closed** | **Project percentage of lots open after 60 days** | **Project percentage of NCR's not closed after 30 days** | **Cost of non-conformance to CPB in the reporting period** |
| | > 75% of lots created have been verified and closed | <10% of open lots are older than 60days | <10% of open NCR are older than 30days | Total period cost (including estimated) to Project after any recoverable costs |
| *e.g. Logan Expansion Project* | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## Quality Risks

| | |
|---|---|
| **Top 3 Risks** | 1.<br>2.<br>3. |
| **Management Strategy for Top 3 Risks** | 1.<br>2.<br>3. |

# 9 Quality Class 1 Nonconformance Reports

| | |
|---|---|
| **Business Unit** | |
| **Total No of Project Class 1 NCR YTD** | |
| **Class 1 NCR Classification** | Class 1 NCR; Cost>$50k OR Time>5days |

## Monthly Summary of Class 1 Nonconformance Reports

| Project ID | Date of NCR | NCR Reference Number | Brief Description | Estimated / Final Cost to CPB | Investigation Type Assigned | Corrective Actions | Status |
|---|---|---|---|---|---|---|---|
| | | | | | e.g. ICAM, Significant incident review, Class 1 investigation | | Open / Closed |
| | | | | | | | Open / Closed |
| | | | | | | | Open / Closed |

# 10Safety Leadership Heat Map

Year: _____

Reporting Period: _____

| | | | | ONE HSE CULTURE | | | | | | | | | | | | | | PEOPLE FIRST | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Conduct a project leadership visit with a focus on One HSE Culture and / or Critical Risk Management | | Attend a BU Forum and/or Project Forum to discuss One HSE Culture to support the program | | Lead / Attend and participate in a Subcontractor safety forum and demonstrate support for the One HSE Culture program | | Attend and participate in a Pre-Start Briefing and a Toolbox Talk | | Review Safety Corrective Action Register in Synergy to ensure actions are closed on time | | Monitor and review SHEQ trends (critical risk reviews, incidents, hazards, observations, inspections, audits etc) & develop improvement initiatives | | Conduct a One HSE Culture Survey and develop improvement actions | | Identify and recognise either a Project / Team / Individual / initiative for excellence in safe work outcomes | | Open BaTLE training sessions or have SLT delegate open | | Visit a Project if a Class 1P incident occurs to provide leadership and support | |
| Business Unit | Role | Person's Name | Project Name | Conducted | Target | Attended | Target | Conducted / Attended | Target | Attended | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target |
| | General Manager | | | | 12/yr | | 1/yr | | | | | | Mthly | | | | | | 1/yr | | 50%* | | In 7 days* |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | BU SHEQ Mgr | | | | 6/yr | | | | 2/yr | | | | | | | | | | 2/yr | | | | |
| | BU Functional Mgr (HR, Finance,Pre-Contracts Mgr etc) | | | | 2/yr | | 1/yr | | | | | | | | | | | | 1/yr | | | | |
| | Project Director | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |

| | | | | CRITICAL RISK | | | | | | | | | | | | | | | | | | | | SYSTEMS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Attend a Monthly Critical Risk Review with a Project Director / Manager | | Completed / Conduct / Participate in a Project Manager Monthly Critical Risk Reviews | | Review Project Manager Critical Risk Review Reports and provide feedback to the Project Manager | | Monitor BU / Project Critical Risk Review compliance and support improvement initiatives to address performance trends | | With Operations Managers, conduct a review of BU SHEQ information (critical risk reviews, observations, inspections, incidents, hazards, audits etc) and develop initiatives to improve performance | | Monitor, review, and facilitate update Project Risk Register based on Project Scope / Risk / Events | | Develop a schedule that ensures a SHEQ resource conducts a Business Unit Critical Risk Review on each project | | Present Class 1P Incident Investigation Report Reviews to the BU GM | | Review Class 1P Incident Investigation Reports | | Review Class 2A / P Incident Investigation Reports to understand key learnings / actions required | | Conduct a Compliance Audit | |
| *Business Unit* | *Role* | *Person's Name* | *Project Name* | Conducted/ Attended | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target |
| | *General Manager* | | | | 1/yr | | | | Mthly | | Mthly \| ≥ 85% | | | | | | | | | | AR | | | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *BU SHEQ Mgr* | | | | | | 2/yr | | | | | | Qtly | | | | 2/P/Y | | | | | | | | 1/P/Y |
| | BU Functional Mgr (HR, Finance,Pre-Contracts Mgr etc) | | | | | | | | | | | | | | | | | | | | | | | | |
| | *Project Director* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |

| Instructions: | | |
|---|---|---|
| BU is required to submit the performance data of their respective GM, Ops Managers, BU SHEQ Managers & Project Leaders | Please fill in the yellow cells and colour according to the Legend opposite. | Note: All data must be based on YTD Performance. |

| Legend: | | | | |
|---|---|---|---|---|
| 1/mth=1 per month<br>1/yr = 1 per year<br>2/yr = 2 per year<br>4yr = 4 per year<br>6/yr = 6 per year | 12/yr = 12 per year<br>1/q = 1 per quarter<br>75%* = 75% of # per year<br>AR = as required<br>1/Proj = 1 per project | In 7 days = Visit within 7 days of incident<br>1/P/Y = 1 per project per year<br>2/P/Y = 2 per project per year (1 every 6 months) | Not Required | ≥80% of expectation / performance standard |

# 11 Sign Off

**General Manager:**

| *Name* | *Signature* | *Date* |
|---|---|---|

# Quarterly Safety and Quality Performance Review

Business Unit: Insert BU here
Reporting Period: Insert Qtr & Year here

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| | | |
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| 5 | Business Unit Safety & Health Plan (3 Concrete Actions) | 5 |
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| 13 | Sign Off | 16 |

# 1 Process

Quarterly Safety & Quality Performance Review is due from the Executive General Manager (EGM) / General Manager (GM) to Managing Director (MD) according to the following table.

| | |
|---|---|
| **Month Close (Synergy Closes)** | • 1st working day |
| **Synergy Data Available** | • 4th working day |
| **Business Units Compile Quarterly Safety Performance Review Report** | • Maximum 3 days to compile report and submit to EGM |
| **Quarterly Safety Performance Review Report submitted to EGM** | • 1 week prior to quarterly safety review meeting |
| **Business Unit issue signed Quarterly Safety Performance Review Report to Corporate SHEQS**<br>Note: BU to provide unsigned version if signed version not available | • 6 days prior to the quarterly safety review meeting |
| **Quarterly Safety Performance Review Report due to MD**<br>(issued by Corporate SHEQS) | • 4 days prior to the quarterly safety review meeting |

# 2 Performance Summary

| **Achievements/Milestones** (Maximum of 5 to be listed) | **Issues/Challenges** (Maximum of 5 to be listed) |
|---|---|
| | |

# 3 Summary of Class 1P Events during period

| Event Description & Date | Causal Factors | Remedial Actions |
|---|---|---|
| | | |
| | | |
| | | |

# 4 Safety Critical Risks

*List the top risks identified within your area that were the key focus over the quarter.*
***NOTE: Maximum of 5 Risks are to be listed.***

| Risk | Key controls currently in place, including discussion of effectiveness | Planned improvement strategies |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

# 5 Business Unit Safety & Health Plan (3 Concrete Actions)

*Provide a summary of initiatives currently in progress with planned completion dates.*

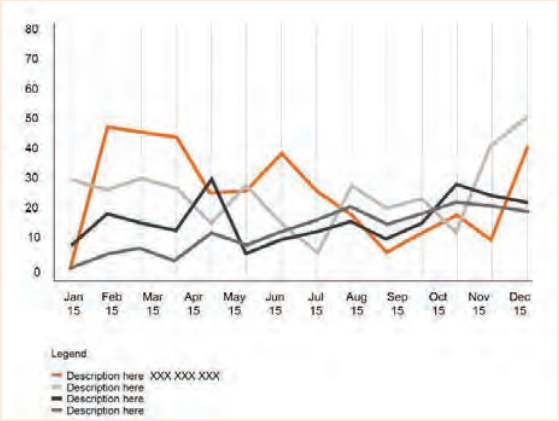
| CPB Key Focus Area | Business Unit Action | Progress of Action |
|---|---|---|
| **Embedment of the ONE HSE Culture** | | |
| | | |
| | | |

# 6 Safety Lead Indicators – Leadership

| Focus | Indicator | Target | Conducted/ performed during the month | Performance YTD |
|---|---|---|---|---|
| Critical Risk Management | Project Managers conduct a Critical Risk Review (CRR) monthly | >90% of Project Manager's CRR conducted | | • |
| | Business Unit conduct 2 CRR's / Project / annum | 100% of Business Unit CRR conducted | | • |
| | Business Unit CRR percentage compliance | >85% compliance | | • |
| | General Managers review BU CRR's and provide feedback to the PM | 90% individual feedback to the project team by their GM on the CRR's | | • |
| Audit Schedule | Number of project safety audits completed as a % of audits scheduled<br>(1 audit / project / annum) | >90% of safety audits completed against the scheduled plan | | • |
| | General Managers review project safety audit reports and provide feedback to the PM | 90% individual feedback to the PM from the GM on the result of the safety audit | | • |
| Action Management | General Managers review safety actions monthly and validate any extensions of time | <10% of timeframes are revised calculated as revised safety actions/total safety actions due during period | | • |
| | | >80% of all safety actions raised are completed. Calculated as safety actions closed on time/safety actions due during period | | • |
| Incident Management | GM's visit a Project when a PC 1 (or greater) has occurred to support the PM & investigation | GM's visit projects where a PC 1 (or greater) has occurred within 7 days | | • |
| Training | No. of Staff attending Safety Leadership Training program | Number of staff identified have been trained | | • |

| Focus | Indicator | Target | Conducted/ performed during the month | Performance YTD |
|---|---|---|---|---|
| Engagement | Conduct One HSE Culture Survey's | At least 1 / Project / year | | • |
| | Conduct subcontractor forums on projects | 1 per Project / quarter | | • |
| | GM's to conduct Safety Leadership Walk & Talks | 12 / year | | • |

### Leadership Walk & Talks




*(Note: Group can support the BU in the development of all graphs)*

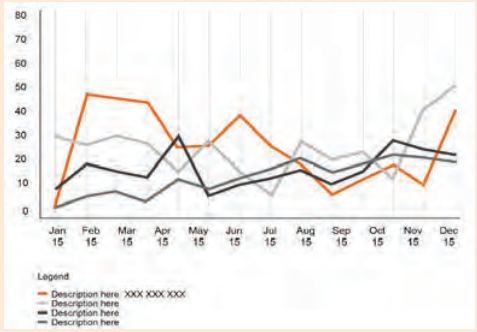
Quarter __ 201_

| Project | Mth | Mth | Mth |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

### Comments

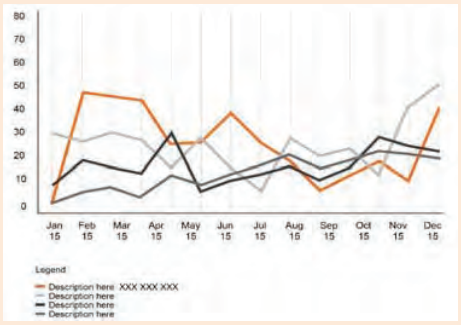
## Audits

### All Audits (Planned v Actual)



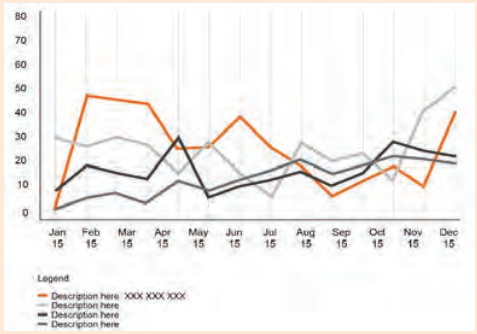

(Note: Group can support the BU in the development of all graphs)

### H&S Systems Audits



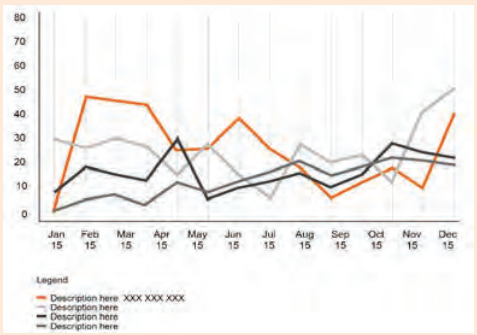

(Note: Group can support the BU in the development of all graphs)

### Critical Risk Reviews




(Note: Group can support the BU in the development of all graphs)

### External Audits




(Note: Group can support the BU in the development of all graphs)

## Audits – cont'd

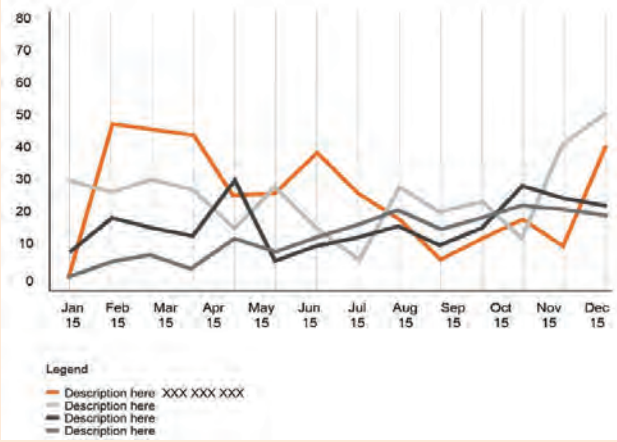
Quarter _ 201_

| Project/ Business Unit | Mth | | Mth | | Mth | | YTD | |
|---|---|---|---|---|---|---|---|---|
| | Planned | Actual | Planned | Actual | Planned | Actual | Planned | Actual |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

**Comments**
*(E.g. Audits planned vs actual, quality of audits, audit outcomes, examples of any best practices and/or improvement opportunities/trends identified from audits).*

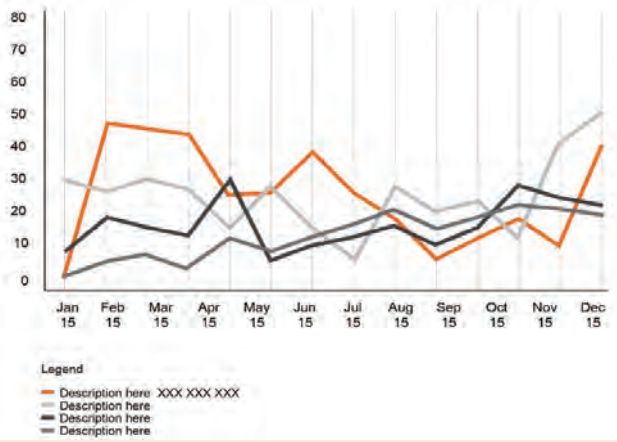
## Actions

**Overdue Actions by Month**




(Note: Group can support the BU in the development of all graphs)

**Actions by Type: Proactive v Reactive – Q_ 201_**




(Note: Group can support the BU in the development of all graphs)

**Comments**
*(E.g. Reasons for overdue actions, use of hard vs soft controls, examples of engineering controls that have been implemented).*

# 7 Safety Lag Indicators

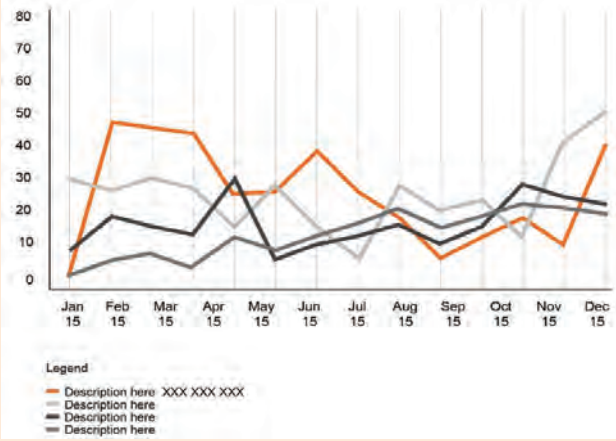
| Focus (12mth rolling) | Indicator | Target | Result |
|---|---|---|---|
| **PC 1 Frequency Rate** | Number of PC 1 Events | • <.52 / 1,000,000 Hours worked | |
| **TRIFR** | TRIFR – number of recordable injuries | • <2.4 / 1,000,000 Hours worked | |
| **Severity Rate** | Severity – length of time off because of a workplace injury | • <11 / 1,000,000 Hours worked | |
| **Environmental Impacts** | Number of reportable environmental events (significant environmental events which require reporting to the respective regulator) | • Zero reportable environmental events | |

# 8 Regulatory Notices

| Date | Business Unit / Project | Regulator (e.g. SafeWork) | Notice Type (Improvement, Infringement, Prohibition) | Details of Notice | Action Taken | Status (Open / Closed) |
|---|---|---|---|---|---|---|
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |

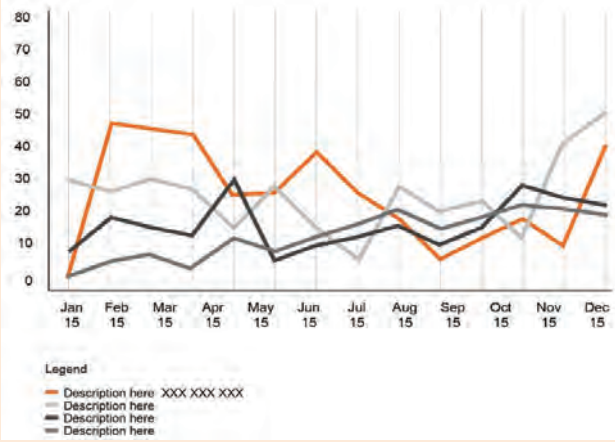
# 9 Incident Summary

## Recordable Injuries




(Note: Group can support the BU in the development of all graphs)

## High Potential Incidents




(Note: Group can support the BU in the development of all graphs)

## Comments

# 10 Safety Leadership Heat Map

Year: _____

Reporting Period: _____

| | | | | ONE HSE CULTURE | | | | | | | | | | | | | | PEOPLE FIRST | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Conduct a project leadership visit with a focus on One HSE Culture and / or Critical Risk Management | | Attend a BU Forum and/or Project Forum to discuss One HSE Culture to support the program | | Lead / Attend and participate in a Subcontractor safety forum and demonstrate support for the One HSE Culture program | | Attend and participate in a Pre-Start Briefing and a Toolbox Talk | | Review Safety Corrective Action Register in Synergy to ensure actions are closed on time | | Monitor and review SHEQ trends (critical risk reviews, incidents, hazards, observations, inspections, audits etc) & develop improvement initiatives | | Conduct a One HSE Culture Survey and develop improvement actions | | Identify and recognise either a Project / Team / Individual / initiative for excellence in safe work outcomes | | Open BaTLE training sessions or have SLT delegate open | | Visit a Project if a Class 1P incident occurs to provide leadership and support | |
| Business Unit | Role | Person's Name | Project Name | Conducted | Target | Attended | Target | Conducted / Attended | Target | Attended | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target |
| | General Manager | | | | 12/yr | | 1/yr | | | | | | Mthly | | | | | | 1/yr | | 50%* | | In 7 days* |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | BU SHEQ Mgr | | | | 6/yr | | | | 2/yr | | | | | | | | | | 2/yr | | | | |
| | BU Functional Mgr (HR, Finance,Pre-Contracts Mgr etc) | | | | 2/yr | | 1/yr | | | | | | | | | | | | 1/yr | | | | |
| | Project Director | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |

| | | | | CRITICAL RISK | | | | | | | | | | | | | | | | | | | | SYSTEMS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Attend a Monthly Critical Risk Review with a Project Director / Manager | | Completed / Conduct / Participate in a Project Manager Monthly Critical Risk Reviews | | Review Project Manager Critical Risk Review Reports and provide feedback to the Project Manager | | Monitor BU / Project Critical Risk Review compliance and support improvement initiatives to address performance trends | | With Operations Managers, conduct a review of BU SHEQ information (critical risk reviews, observations, inspections, incidents, hazards, audits etc) and develop initiatives to improve performance | | Monitor, review, and facilitate update Project Risk Register based on Project Scope / Risk / Events | | Develop a schedule that ensures a SHEQ resource conducts a Business Unit Critical Risk Review on each project | | Present Class 1P Incident Investigation Report Reviews to the BU GM | | Review Class 1P Incident Investigation Reports | | Review Class 2A / P Incident Investigation Reports to understand key learnings / actions required | | Conduct a Compliance Audit | |
| *Business Unit* | *Role* | *Person's Name* | *Project Name* | Conducted/ Attended | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target |
| | *General Manager* | | | | 1/yr | | | | Mthly | | Mthly \| ≥ 85% | | | | | | | | | | AR | | | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *BU SHEQ Mgr* | | | | | | 2/yr | | | | | | | | | | 2/P/Y | | | | | | | | 1/P/Y |
| | BU Functional Mgr (HR, Finance,Pre-Contracts Mgr etc) | | | | | | | | | | | | | | | | | | | | | | | | |
| | *Project Director* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |

| Instructions: | | |
|---|---|---|
| BU is required to submit the performance data of their respective GM, Ops Managers, BU SHEQ Managers & Project Leaders | Please fill in the yellow cells and colour according to the Legend opposite. | Note: All data must be based on YTD Performance. |

Legend:

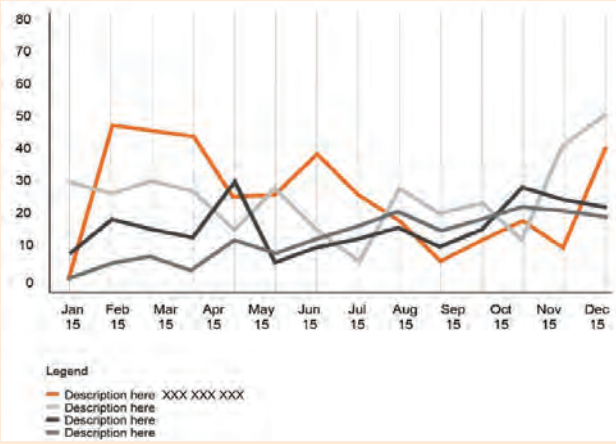
| | | | | |
|---|---|---|---|---|
| 1/mth=1 per month<br>1/yr = 1 per year<br>2/yr = 2 per year<br>4yr = 4 per year<br>6/yr = 6 per year | 12/yr = 12 per year<br>1/q = 1 per quarter<br>75%* = 75% of # per year<br>AR = as required<br>1/Proj = 1 per project | In 7 days = Visit within 7 days of incident<br>1/P/Y = 1 per project per year<br>2/P/Y = 2 per project per year (1 every 6 months) | Not Required | ≥80% of expectation / performance standard |

# 11 Quality Indicators

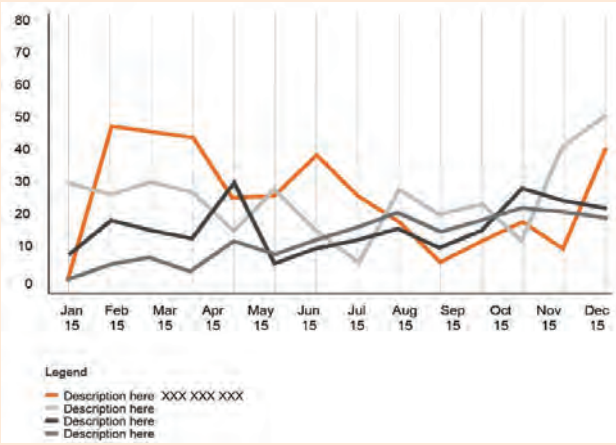
## Quality Management Performance Indicators

Line charts showing change over time for project Quality performance indicators (one data line per project)

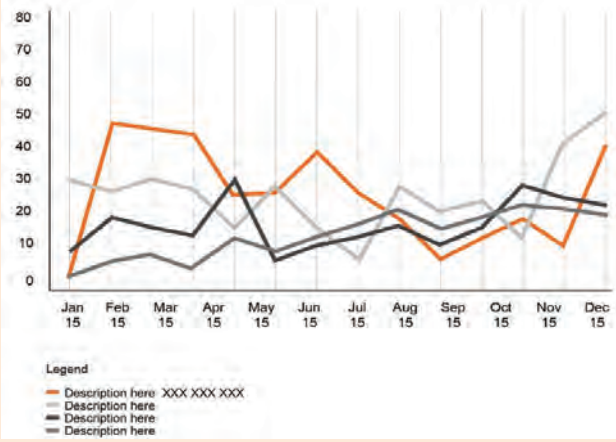
### Project % of lots closed by month



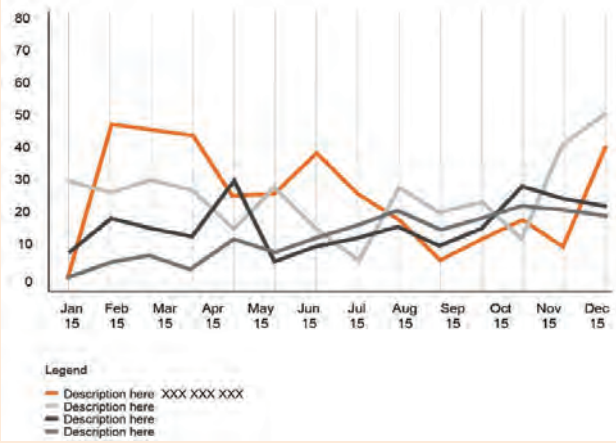

### Project % lots open > 60 days




### Project % NCR > 30 days




### Project NCR costs



| Focus | Indicator | Target | Project Name | Reviewed or Not Applicable |
|---|---|---|---|---|
| **Review of Building Products Register** | General Manager or delegate must review compliance of their project's selected building products | One review per project each Quarter | | |
| | | | | |
| | | | | |

# 12 Summary of Class 1 NCR during period

| Project, NCR Description & Date | Estimated / Final Cost to CPB | Corrective Actions & Status |
|---|---|---|
| | $ | |
| | | |
| | | |

# 13 Sign Off

**Executive General Manager:**

| Name | Signature | Date |
|---|---|---|

# Synergy Event Classification Matrix

## SAFETY & HEALTH

*This matrix is used to assign the Actual and Potential Consequence to a Safety & Health Incident in EVENTS and the Classification to an Injury or Illness Impact in IMPACTS*

| Event Types | | | | | | |
|---|---|---|---|---|---|---|
| **Incident** | **Near Hit** | **Report Only** | **Regulatory Visit** | **Stakeholder Contact** | **D&A Positive Test** | **Hazards** |
| An occurrence that results in physical or psychological injury or illness to a worker, damage to property, plant, equipment, the environment, or business interruption. | An occurrence that did not result in, but had the potential to result in, physical or psychological injury or illness to a person, damage to property, plant, equipment, the environment, or business interruption. | An event that requires recording for future reference and is not included in statistical reporting. | A visit by a regulatory authority to the workplace. | A record of a contact between the workplace and an external stakeholder. For example, a compliment, complaint, an enquiry, or feedback. | A result that has been confirmed as positive by an accredited laboratory or calibrated testing device. | An event record of an identified hazard that if uncontrolled has the potential to cause damage, harm or adverse health effects within the workplace. |

| Event Classes | | | | |
|---|---|---|---|---|
| **Actual Consequence** | | | | |
| **1A** | **2A** | **3A** | **No Impact** | |
| A Death or Permanent Disability incident | A Medical Treatment, Restricted Work or Lost Time Injury incident | A First Aid or Minor Injury incident | No injury or illness | |
| **Potential Consequence** | | | | |
| **1P or PC1** | **2P** | **3P** | **4P** | **5P** |
| Had the hazard been fully realised the most probable outcome was death or permanent disability | Had the hazard been fully realised the most probable outcome was a Lost Time Injury | Had the hazard been fully realised the most probable outcome was a Medical Treatment or Restricted Work Injury | Had the hazard been fully realised the most probable outcome was a First Aid Injury | Had the hazard been fully realised the most probable outcome was no Injury / Minor Injury |

| Event Types | | | |
|---|---|---|---|
| **Event Type** | **Definition** | **Event Type** | **Definition** |
| **Recordable Injury** | For reporting safety performance and calculating recordable injury frequency rates, the following classification outcomes are recordable injuries:<br>• Fatality<br>• Permanent Disability<br>• Lost Time Injury<br>• Restricted Work Injury<br>• Medical Treatment Injury<br>Note: Occupational Illnesses are excluded from the definition of recordable injury. | **Restricted Work Injury (RWI)** | A Restricted Work Injury is a Medical Treatment Injury or illness where a qualified medical practitioner certifies that the injured worker cannot perform their 'routine functions' and:<br>• The restrictions require the worker to perform functions that are not part of their routine duties, or<br>• There is a restriction on working hours.<br>Where no medical treatment is provided, and the worker is able to perform 'routine duties' with identified precautions (e.g. restrictions) and no loss of hours, the event shall be classified as a First Aid Injury. |

| Event Types | | | |
|---|---|---|---|
| **Event Type** | **Definition** | **Event Type** | **Definition** |
| **Permanent Disability** | A work-related event that results in an injury or illness that permanently affects the future employment of an individual. The work-related injury or illness may be either acute or chronic in nature. Other examples include, but are not limited to:<br>• Quadriplegia<br>• Paraplegia<br>• Amputation. Note - amputation up to the first knuckle/digit of a finger or toe is classified as a Lost Time Injury (LTI)<br>• Permanent hearing loss<br>• Permanent sight loss<br>• Permanent sensitisation<br>• Permanent respiratory damage or lung function loss<br>• Permanent restricted impairment<br>• Chronic serious conditions/disease<br>• Permanent nerve, system and/or organ damage<br>• Psychological disturbance<br>• Multiple serious injuries<br>• Permanent loss of control or function of bladder, bowels or sexual organ.<br>If a complex or not easily determined loss of function (for example fine motor function), the injury or injuries can be reviewed with guidance from, the American Medical Association 'Guidelines to Evaluating Permanent Impairment' or the applicable guideline for the jurisdiction in which the injury occurred. | **Medical Treatment Injury (MTI)** | A Medical Treatment Injury is an injury or illness requiring medical treatment by a qualified medical practitioner, other than First Aid. It includes:<br>• Application of antiseptics during second or subsequent visits to qualified medical practitioner<br>• Treatment of partial or full thickness burns<br>• Insertion of suture(s) or staples to treat cuts or lacerations<br>• Removal of foreign bodies embedded in eye<br>• Removal of foreign bodies from a wound if the depth of embedment, size or location complicates the procedure<br>• Use of prescription medications (except a single or precautionary course administered on the first visit for injury or discomfort)<br>• Surgical debridement (Surgical removal of foreign object or suspect tissue from a wound)<br>• Positive x-ray diagnosis of fractures (excludes hairline fractures where no treatment and/or stabilisation is required)<br>• Admission to a hospital or equivalent for treatment or observation for more than 12 hrs<br>• Any traumatic work injury that results in a loss of consciousness, or<br>• Three or more visits to an allied health professional, as prescribed by a qualified medical practitioner.<br><br>Note: First Aid and observations by a qualified medical practitioner are not classified as Medical Treatment Injuries. Medical treatment does not include:<br>• Visits to a qualified medical practitioner solely for observation or counselling<br>• The conduct of diagnostic procedures, such as x-rays and blood tests, including the administration of prescription medications used solely for diagnostic purposes (e.g. eye drops to dilate pupils).<br>• Use of wound closing techniques such as glue and butterfly clips.<br>• Administrating vaccinations or other immunisations proactively prior to any symptoms or signs of infection or disease. |
| **Lost Time Injury (LTI)** | A Lost Time Injury is a work-related injury or illness that resulted in time lost from work of one day/shift or more. A Lost Time Injury must be certified by advice from a qualified medical practitioner or chief medical advisor. | | |
| **Report Only** | Events that require recording for future reference but are non-work related and are not included in statistical reporting. The classification for Report Only events are:<br>• Business Interruption<br>• Damage not caused by work<br>• Environment<br>• Injury at social activity<br>• Journey<br>• Medical incident not caused by work<br>Public Theft/Damage | **First Aid Treatment (FAI)** | A First Aid Injury is a work-related injury or illness which requires preliminary treatment, assistance or care without the need for medical treatment. A First Aid Injury includes the following:<br>• A minor injury or discomfort and receiving a single or precautionary course of prescription medication or use of antiseptics during the first visit to a qualified medical practitioner<br>• Using a non-prescription medication at non-prescription strength<br>• The treatment of superficial burns<br>• Precautionary testing including negative x-ray diagnosis<br>• Administering vaccinations or other immunisations proactively prior to any symptoms or signs of infection or disease (e.g.: Tetanus and Rabies)<br>• Cleaning, flushing or soaking wounds on the surface of the skin<br>• Using wound coverings such as bandages, Band-Aids™, gauze pads, etc.; or using butterfly bandages, Steri-Strips™ or surgical glue (other wound closing devices such as sutures, staples, etc. are considered medical treatment)<br>• Using hot or cold therapy<br>• Using any non-rigid means of support, such as elastic bandages, wraps, etc. (devices with rigid stays, other than finger guards, or other systems designed to immobilise parts of the body are considered medical treatment for recordkeeping purposes)<br>• Using temporary immobilisation devices while transporting an accident victim (e.g. splints, slings, neck collars, back boards, etc.)<br>• Drilling of a fingernail or toenail to relieve pressure, or draining fluid from a blister<br>• Using eye patches<br>• Removing foreign bodies from the eye using only irrigation or a cotton swab<br>• Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs or other simple means<br>• Using massages<br>• Drinking fluids for relief of heat stress<br>• Up to two visits to an Allied Health Professional as prescribed by a qualified medical practitioner, or<br>• Observation for any of the above treatments, including admission to a hospital for up to 12 hours. |
| **Occupational Illness** | An Occupational Illness is a work-related condition or disorder caused predominantly from prolonged or multiple exposures to hazardous substances or work conditions rather than a single event as in the case of a work injury. A single exposure to a hazardous substance may also result in an occupational illness.<br>There must be a clear and significant relationship between the condition and the worker's work environment or specific activities at work, for the condition to constitute an occupational illness.<br>The development of a medical condition (particularly a musculo-skeletal type condition) in a worker during their employment does not automatically constitute an occupational illness. However, if the musculo-skeletal condition is due to prolonged or multiple exposures to hazardous work conditions, it will be classified as an occupational illness. If the condition clearly arises from a single event, it will be classified as a work injury.<br>The following examples may assist in determining the difference between a work injury and an occupational illness:<br>• Hearing loss relative to baseline audiometric testing due to exposure to occupational noise over time – **occupational illness**<br>• Hearing loss or damage to the ear due to exposure to an event that results in a loud noise such as an explosion or sudden release of compressed gasses – **work injury**<br>• Dermatitis reaction as a result of exposure to chemicals used as part of a worker's duties over a period of time – **occupational illness**<br>• Chemical burn resulting from a single exposure to a particular chemical – **work injury**<br>• Back or neck condition due to operating heavy equipment over a period of time (i.e. at least a number of shifts) – **occupational illness**;<br>• Back or neck injury due to a jolt or jar when operating heavy equipment runs over a large rock – **work injury**<br>• Malaria contracted by business travellers and international assignees from a non-endemic malaria country while working in in a malaria zone - **occupational illness**<br>• Malaria contracted by worker from malaria endemic country while working in a malaria zone – **Report Only, Medical incident not caused by work**<br>• Medical conditions arising from insect or animal bites during a specific work activity carried out in a work environment where exposure is reasonably expected – **work injury**<br>Medical conditions arising from insect or animal bites at work but unrelated to a specific work activity or in a work environment where exposure is not reasonably expected – **Report Only, Medical incident not caused by work** | **Journey Events** | An injury sustained on the usual route of travel between the worker's home and place of work or between place of work and home is considered to be a journey event. Details of journey events must be recorded as a 'Report Only, Journey' for workers compensation purposes and record purposes, but the event is not included in the company's incident statistics.<br><br>Due to the sometimes-delayed nature of symptoms arising from incidents, commuting/journey incidents where no injuries were evident at time of report should also be recorded in the same manner. Events including injury or illness impacts sustained during work related travel (travelling from the office to a project, between work areas within a project, project-to-project, etc.) are work related and recorded in the incident statistics.<br><br>An injury or illness sustained on local, interstate or international business travel, including travel to and from home to the intermediate or final destination via taxis, Uber, company provided drivers, etc. and/or on approved scheduled commercial airlines, flying a publicly available route is considered a journey event. Injuries and/or illness resulting from business travel involving self-driven company cars, private cars, hire cars, etc. is considered to be work related |

| Defined Terms | | | |
|---|---|---|---|
| **Term** | **Definition** | **Term** | **Definition** |
| **Worker** | Any person engaged by and/or operating under the instruction of the CPB Contractors or its entities. This may include, but is not limited to employees, contractors, subcontractors, labour hire employees, apprentices, trainees, volunteers and work experience students. | **Work Related** | An injury or illness is regarded as work-related if an event or exposure in the work environment either caused or contributed to the resulting condition or significantly aggravated a pre-existing injury or illness. Work-relatedness is presumed for injuries and illnesses resulting from events or exposures occurring in the work environment.<br><br>The following situations are not considered to be work related:<br>• At the time of the injury or illness, the worker had finished work for the day and was present as a member of the general public rather than as a worker<br>• The injury or illness involves signs or symptoms that surface at work but result solely from a non-work-related event or exposure occurring outside the work environment<br>• The injury or illness results solely from voluntary participation in a wellness program or in a medical, fitness, or recreational activity such as blood donation, physical examination, flu shot, exercise class, racquetball, or baseball<br>• The injury or illness is solely the result of a worker eating, drinking, or preparing food or drink for personal consumption (whether bought on the premises or brought in).<br>• Note: If the worker is made ill by ingesting food contaminated in the workplace (such as lead) or gets food poisoning from food supplied by the site, the case would be considered work-related.<br>• The injury or illness is solely the result of a worker doing personal tasks, at the work environment outside of the worker's assigned working hours<br>• The injury or illness is solely the result of personal grooming, self-medication for a non-work-related condition, or is intentionally self-inflicted<br>• The injury results from normal living activities such as walking (on even ground), standing, sitting, turning, ascending or descending stairs and normal bending such as tying a shoe lace, picking up light weight items such as pencil or paper clip<br>• Normal living activities do not include twisting/reaching/bending in poor ergonomic circumstances (e.g. pick up an item under a desk) or if there is a trip or slip<br>• The injury or illness is caused by a motor vehicle accident and occurs on a company parking lot or company access road while the worker is commuting to or from work<br>• Illness not associated with work, such as the common cold or flu.<br>• Mental illness will not be considered work-related unless the worker provides a certificate from a qualified medical practitioner that states the worker has a work related mental illness. |
| **Workplace** | Any office, site, project or work location that has workers whose activities are controlled by the CPB Contractors and/or its entities. | | |
| **Qualified Medical Practitioner** | A Health Professional with appropriate university qualifications, experience, and country-based accreditation to legally allow the practice of medical examinations, diagnosis, and provision of treatment advice. | | |
| **Allied Health Professional** | An Allied Health Professional is a person who performs health services that support a worker's recovery and is a profession, which has:<br>• a direct patient care role<br>• a national professional organisation with a code of ethics/conduct and clearly defined membership requirements<br>• university health sciences courses (not medical, dental or nursing) at a minimum of AFQ Level 7 (or equivalent), accredited by their relevant national accreditation body<br>• clearly articulated national entry level competency standards and assessment procedures<br>• a defined core scope of practice<br>• robust and enforceable regulatory mechanisms<br>• Common allied health professions generally include, but are not limited to;<br>• Physiotherapy;<br>• Occupational Therapist;<br>• Psychology;<br>• Dentistry;<br>• Nursing (Registered Nurses);<br>• Chiropractic; or<br>• Naturopathy. | | |

## ENVIRONMENT

*This matrix is used to assign the Actual Consequence to an Environmental Incident in EVENTS and the Classification to an Environmental Impact in IMPACTS.*

| Event Classes | | | |
|---|---|---|---|
| **Actual Consequence** | | | |
| **1A** | **2A** | **3A** | **No Impact** |
| Environmental discharges, environmental pollution or degradation which has high severity impacts on the community and/or environment or may have irreversible detrimental long-term impacts. | Environmental discharges, environmental pollution or degradation which has moderate severity impacts on the community and/or environment (1 to 3 months) but is fully reversible in the long term. | Environmental discharges, environmental pollution or degradation which has low severity impacts on the community and environment in the short term (<1 month) and is fully reversible with no residual impacts. Includes nuisance level impacts. | Negligible or sporadic discharges |

| Potential Consequence | | | | |
|---|---|---|---|---|
| **1P** | **2P** | **3P** | **4P** | **5P** |
| Long-term / irreversible damage to neighbouring or valued ecosystem. Long-term remediation required. Irreparable damage to highly valued items / locations of cultural significance. | Impacts extend off-site / external ecosystem. Considerable remediation required. Significant damage to structures / locations of cultural significance. | Medium term, contained impact; requiring significant remedial action. Moderate but permanent damage to structures / items / locations of cultural significance. | Short lived, well-contained environmental impact; minor remedial action required. Moderate damage that is largely repairable. | Small, contained localised impact. Low level repairable damage to commonplace structures. |

## ENVIRONMENTAL HARM CLASSIFICATION GUIDANCE MATRIX

The following Guidance Matrix must be read in the context of the Incident Classification definitions above. It contains examples only and is not intended to be comprehensive. All examples do not have to be present for that Class or Category to apply. Classification should consider the intent rather than just the literal meaning of the example. Only one Environmental Category can be selected in Synergy. The Category selected should be the one that best represents the environmental impact of the incident, rather than the cause of incident. Classification of incidents must be done by persons with relevant environmental expertise. Expert advice may be required in some situations.

| Environmental Harm Environmental Category | Class 1 | Class 2 | Class 3 |
|---|---|---|---|
| **WAT - Discharges to Surface Water** | Major and/or multiple discharges of pollutant to surface water. High severity impact on values of water resource e.g.<br>• Extensive contamination/pollution of waterways or water catchment areas e.g. tailings dam failure. | Significant and/or persistent discharge to surface water, moderate impact on values of water resource e.g.<br>• Spill escapes into offsite watercourse or storage with significant remediation required<br>• Uncontrolled discharge from sedimentation basin or site drainage system above allowable limits | Minor pollutant discharge to surface water, no permanent impact on values of water resource e.g.<br>• Minor spill from a containment, including hydrocarbons, which may or may not escape into the non-controlled environment, but which is contained and doesn't result in persistent environmental harm |

| Environmental Harm Environmental Category | Class 1 | Class 2 | Class 3 |
|---|---|---|---|
| | | • Significant release of sediment off-site into drains or receiving waters. | • Controlled discharge from sedimentation basin or site drainage system above allowable limits. |
| **CON – Contamination of Land and Groundwater** | Major spill of environmentally hazardous materials (e.g. hydrocarbons, chemicals, effluent, contaminated materials) to land e.g.<br>• Persistent and severe contamination of land<br>• Severe contamination of groundwater<br>• Extensive clean up and/or remediation required<br>• Uncontrolled spill of regulated material. | Significant spill of environmentally hazardous materials (e.g. hydrocarbons, chemicals, effluent, contaminated materials) to land e.g.<br>• Moderate contamination of groundwater<br>• with the consequence reversible<br>• Spill confined to defined area(s) within or outside site or workplace<br>• Significant clean up required over and above removal of contaminated material to land farm or approved waste area<br>• Spill of a type and/or volume that must be reported to a regulatory body. | Minor leak or spill (greater than 20 litres) of environmentally hazardous materials (e.g. hydrocarbons, chemicals, effluent, contaminated materials) to land e.g.<br>• No residual contamination of land<br>• Minor contamination of groundwater, with minimal consequence<br>• Spill confined to managed area(s) within site or workplace<br>• No significant clean up required other than removal of contaminated material to land farm or approved waste area.<br>**Note: for Spills/Leaks <20 litres see definition for Near Hit Environmental Event No Impact Hydrocarbon Spill** |
| **AIR – Dust, odour and emissions to atmosphere** | Severe or persistent discharge of hazardous pollutant to atmosphere e.g.<br>• Explosion or leak of hazardous gas or particulates;<br>• Evacuation of local vicinity;<br>• Continuous/frequent exceedance of air quality health criteria<br>• Severe eco-toxic effects on listed habitats or communities. | Moderate or persistent discharge of pollutant to atmosphere e.g.<br>• Multiple occurrences of obnoxious odours outside the premises<br>• Nuisance dust levels requiring significant offsite clean-up<br>• Odour issues requiring relocation of material or significant changes to waste, earthworks of stockpile management<br>• Significant quantities of Greenhouse or ozone depleting gases released to the atmosphere. | Minor discharge of pollutant to atmosphere that is in breach of a documented obligation or legal condition, but which doesn't result in significant impacts e.g.<br>• Overfill of cement silo, cement dust release<br>• Nuisance dust requiring minimal or no offsite clean-up<br>• Small quantities of greenhouse or ozone depleting gases released to the atmosphere<br>• Failure to maintain plant in an efficient condition. |
| **NVL – Noise, Vibration and Light (including overpressure)** | Generation of noise, vibration, or light causing severe damage to property outside site or workplace, or the environment, or severe and / or persistent disruption to the community e.g.<br>• Major and persistent loss of amenity or nuisance<br>• Extreme levels or persistent excessive noise resulting in severe community impacts<br>• Confirmed substantial damage to property from vibration. | Generation of noise, vibration, or light causing sustained periods of inconvenience or disruption to community and the environment e.g.<br>• Significant loss of amenity or nuisance<br>• Wilful disregard of limits<br>• Noise, vibration or light levels regularly in excess of set criteria<br>• Vibration causes confirmed minor damage to property. | Unplanned generation of noise, vibration, or light exceeding documented limits or controls and causing occasional inconvenience or disruption to community and the environment e.g.<br>• Minor loss of amenity or nuisance<br>• Occasional unplanned breach of noise, vibration or light criteria at sensitive receivers.<br>• Substantiated public complaint satisfactorily resolved at project level. |
| **WAS – Solid and Other Wastes**<br><br>NOTE: This category only applies to the unauthorised storage and handling of wastes. Once an incident occurs, use other categories to classify incident. | • Unauthorised storage, transport, treatment or disposal of a significant quantity (refer to legislation) of regulated waste (e.g. classified, prescribed, hazardous) in contravention of waste management legislation<br>• Unauthorised storage, transport, treatment or disposal of a significant quantity (e.g. => 10,000 litres, 10 tonnes or 10.0 $m^3$) of non-regulated waste, in contravention of regulations or project waste management requirements. | • Unauthorised storage, transport, treatment or disposal of a minor quantity (refer to legislation) of regulated waste (e.g. classified, prescribed, hazardous) in contravention of waste management legislation<br>• Unauthorised storage, transport, treatment or disposal of a moderate quantity (e.g. up to 10,000 litres, 10 tonnes or 10.0 $m^3$) of non-regulated waste, in contravention of regulations or project waste management requirements. | • Placement or storage of waste or contaminated materials in a manner or place where environmental harm could reasonably be expected to occur<br>• Unauthorised storage, transport, treatment or disposal of a minor quantity (e.g. up to 1000 litres, 1000 kg or 1.0 $m^3$) of non-regulated waste in contravention of regulations or project waste management requirements. |
| **FLFA – Flora and Fauna** | Major loss or impact on land or water-based flora or fauna. Destruction of ecologically significant habitat that is of national significance. Endangering viability of species, habitat or ecosystem. Damage that cannot be remediated, or only remediated with risk of long-term loss e.g.<br>• Unapproved destruction of habitat in a national park or similar;<br>• Unplanned harm to scheduled flora and fauna species and habitats that may threaten the regional survival of the species or community<br>• Long term or permanent disruption of protected fauna breeding cycle<br>• Introduction or spread of weeds and pathogens that pose a high risk of ecological or economic damage. | Medium impact on land or water-based flora, fauna or habitat. Short-term impact on ecosystem that is of regional significance. Damage that can be remediated e.g.<br>• Partial destruction of native habitat leading to impact on local species numbers or disruption to breeding cycles;<br>• Short-term disruption of protected fauna breeding cycle<br>• Unplanned harm to scheduled flora or fauna species that may threaten the local survival of the species<br>• Unapproved clearing of an area of remnant native vegetation, Declared Threatened or Rare flora<br>• Introduction or spread of weeds and pathogens that will require extensive resources to contain. | Minor loss or impact on land or water-based flora, fauna or habitat, but no long term negative effect on the ecosystem or habitat. Limited damage to an area of land of minor local ecological significance e.g.<br>• Death of a native animal, that is not identified as a pest, but not from a scheduled species<br>• Damage to vegetation in breach of clearing permits and approvals<br>• Localised spread of weeds or pathogenic material within site. |
| **HER –Archaeological, Heritage and Cultural Issues** | Destruction or irreparable damage to listed structures/items/locations of cultural or heritage significance e.g.<br>• Wilful damage to a structure, place, item, or artefact.<br>• Blatant disregard of widely held cultural values. | Significant damage to listed structures/items/locations of cultural or heritage significance e.g.<br>• Knowingly disturbing an archaeological site or place without the appropriate permits or in breach of a permit<br>• Entering of protected site, with a breach of cultural 'laws'. Minor disregard of cultural values. | Minor accidental and repairable damage to listed structures or places, or minor infringement of cultural values e.g.<br>• Unintentionally disturbing an archaeological site or place without the appropriate permits<br>• Entering of protected sites, but not in breach of cultural 'laws'. |
| **RES – Use of land, water, fuels and energy, and other natural resources** | Operations cause either short term severe or persistent unplanned disruption to the availability of resources to the community or the environment. Exhaustion or serious degradation of natural resources for future use e.g.<br>• Operations cause loss of flow in natural watercourses or irreversible depletion of aquifers<br>• Continuous loss of supply water volume from non-licensed discharge point, with evidence of supply water contamination. | Operations cause substantial unplanned disruption to the availability of resources to the community or the environment. Significant impact on other energy / natural resource users or the environment outside site or workplace e.g.<br>• Water usage/de-watering by operations causes loss of pressure or flow to local/adjacent water bores<br>• Unrecoverable loss of in situ or stockpiled growth medium (e.g. buried)<br>• Loss of minor water supply volume off-site. | Operations cause temporary unplanned disruption to the availability of resources to the community or the environment. Minor impact on other energy / natural resource users or the environment outside site or workplace e.g.<br>• Rehabilitation area disturbed.<br>• Minor land-use change without approval from Client or Regulator |

| Environmental Harm Environmental Category | Class 1 | Class 2 | Class 3 |
|---|---|---|---|
| | | | • Loss of water supply volume to localised environment due to continuous moderate leakage; e.g. reservoirs, pipelines, tanks. |
| **ASS - Acid Sulphate Soils** | Mismanagement of acid sulphate soils results in high level or catastrophic persistent impacts e.g.<br>• Significant damage to infrastructure<br>• Major acid drainage event | Significant exposure, lack of containment or poor management of acid sulphate soils. | Minor exposure of acid sulphate soils e.g.<br>• Exposure of previously unidentified ASS during works<br>• Failure of protective bunds but with no runoff leaving contaminated area. |
| **ESC- Erosion & Sediment Control** | • Erosion causing major irreversible impacts to the surrounding environment.<br>• Major clean up works requiring significant resources<br>• Placement of high toxicity materials in a drainage line or adjacent to a waterway resulting in prosecution. | • Disruptions to freshwater or marine activities Placement of contaminated wastes or medium toxicity materials in a location where it could potentially result in pollution<br>• Moderate erosion to a landscape, including flow lines that can be remediated in the medium term.<br>• Critical E&S controls not installed. | • Minor reversible alteration in landscape or topography<br>• Erosion causing minor impacts that are reversible.<br>• Placement of excavated soil or low toxicity materials in a location where it could potentially result in pollution.<br>• E&S Controls not maintained. |
| **DMR -Dirt & Mud on Public Roads** | Tracking or depositing of soil onto roads resulting in major clean-up works and major delays to arterial traffic. | • Tracking of soil material onto local roads requiring significant resources for clean-up works.<br>• Exit controls and / or clean-up regime required but not in place<br>• Repeated failure by trucks to cover loads in accordance with project requirements. | • Unplanned tracking of soil onto local roads requiring minor clean up:<br>• Controls are in place but ineffective (e.g. exit rumble grids, wheel washes), clean up (street sweepers)<br>• Occasional failure by trucks to cover loads in accordance with project requirements. |

## PLANT & PROPERTY

*This matrix is used to assign the Actual Consequence to Plant & Property Incident in EVENTS and the Classification of Plant & Property Impact in IMPACTS.*
*Note: Near Hit Plant & Property Events are not to be recorded in Synergy.*

| Event Classes | | | |
|---|---|---|---|
| **Actual Consequence** | | | |
| **1A** | **2A** | **3A** | **No Impact** |
| Damage or potential damage to plant or property in excess of $100,000. | Damage to plant or property in excess of $15,000 but less than $100,000. | Damage to plant and property less than $15,000. | No plant damage |

| Potential Consequence | | | | |
|---|---|---|---|---|
| **1P** | **2P** | **3P** | **4P** | **5P** |
| Potential damage to plant or property in excess of $100,000. | Potential damage to plant or property in excess of $15,000 but less than $100,000. | Potential damage to plant or property in excess of $15,000 but less than $50,000. | Potential damage to plant or property less than $15,000 | Superficial Damage |

## DETERMINING LIKELIHOOD

| **Rating** | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| **Likelihood** | Almost Certain | Likely | Moderate | Unlikely | Rare |
| **Definition** | Likely to occur again during the next month. | A similar incident could be expected to occur in the next six months. | A similar incident could be expected to occur in the next 1 year. | A similar incident could be expected to occur in the next 5 years. | Similar incident is unlikely to occur again. |

## SYNERGY EVENT CLASSIFICATION LOOKUP VALUES

| # | INCIDENT MECHANISM |
|---|---|
| 1 | Working at Heights |
| 2 | Slip & Trip Hazards |
| 3 | Falling or Flying Objects |
| 4 | Heavy Vehicle/Heavy Vehicle interaction |
| 5 | Heavy Vehicle /Light Vehicle Interaction |
| 6 | Motor Vehicle Accident |
| 7 | People & Plant Interaction |
| 8 | Mobile Plant Incident (incl Mechanical Failure) |
| 9 | Uncontrolled Release – Compressed Air or Gas. |
| 10 | Uncontrolled Release – Hydraulics & Other High Pressure |
| 11 | Uncontrolled Release - Chemicals incl Hydrocarbons |
| 12 | Uncontrolled Release - Mechanical Energy |
| 13 | Uncontrolled Release - Electrical Energy |
| 14 | Uncontrolled Fire |
| 15 | Uncontrolled Explosion |
| 16 | Lifting Operations – Rigging Failure |
| 17 | Lifting Operations – Crane or Lifting Device Failure |
| 18 | Manual Handling/Tasks |
| 19 | Fitness for Duty |
| 20 | Vibration |
| 21 | Powered & Non-Powered Hand Tools |
| 22 | Fixed Plant or Machinery |
| 23 | Contact with Underground or Overhead Services |
| 24 | Slips of Ground or Cave In |
| 25 | Structural/Mechanical Failure incl Temporary Works |
| 26 | Physical Work Environment |
| 27 | Trespass or Vandalism |
| 28 | Terrorism or Sabotage |
| 29 | Physical Assault |
| 30 | Communications Systems Failure |
| 31 | Suicide – Attempted or Suspected |
| 32 | Rail – Running Line Derailment |
| 33 | Rail – Running Line Collision |
| 34 | Rail – Level Crossing Occurrence |
| 35 | Rail – Proceed Authority Exceeded |
| 36 | Rail – Signal Passed at Danger |
| 37 | Rail- Signaling & Proceed Authority Irregularities |
| 38 | Rail - Runaway |
| 39 | Rail – Yard Derailment |
| 40 | Rail – Collision |
| 41 | Rail – Loading Irregularities |
| 42 | Rail – Track & Civil Infrastructure Irregularities |
| 43 | Rail – Rolling Stock Irregularities |
| 44 | Use of Explosives |
| 45 | Hot or Cold Surface/Materials |
| 46 | Migrated / Not Applicable |
| 47 | Uncontrolled Release – Contaminated Water |
| 48 | Uncontrolled Release – Solids (incl Dust) |
| 49 | Ground Disturbance |

| # | INJURY MECHANISM (HUMAN IMPACT) |
|---|---|
| 1 | Awkward Posture |
| 2 | Contact or Exposure to Biological Factors |
| 3 | Contact with Electricity |
| 4 | Crushed or Caught Between |
| 5 | Drowning or Asphyxiation |
| 6 | Exposure to Heat or Cold |
| 7 | Exposure to Ionizing Radiation |
| 8 | Exposure to Mechanical Vibration |
| 9 | Exposure to Non- Ionizing Radiation |
| 10 | Exposure to Pressure Variations incl Explosions |
| 11 | Exposure to Sudden Sharp Sound |
| 12 | Falls on Same Level incl Slips & Trips |
| 13 | Insect/Spider/Animal Bite or Sting |
| 14 | Long Term Exposure to a Chemical or Substance |
| 15 | Long Term Exposure to Sound |
| 16 | Repetitive Movement – Low Muscle Loading |
| 17 | Muscular Stress – Sustained or High Force |
| 18 | Whole Body Jolts & Jars |
| 19 | Strike Object with Part of Body |
| 20 | Struck by Moving Object |
| 21 | Single Contact with a Chemical or Substance |
| 22 | Psychological Factors |
| 23 | Fall from Heights |
| 24 | Migrated / Not Applicable |

| # | INJURY TYPE |
|---|---|
| 1 | Amputation |
| 2 | Bite or Sting |
| 3 | Bruise or Abrasion |
| 4 | Burn or Scald |
| 5 | Dislocation |
| 6 | Fracture |
| 7 | Electric Shock |
| 8 | Sprain/Strain |
| 9 | Concussion |
| 10 | Internal Injuries |
| 11 | Laceration/ Open Wound |
| 12 | Contusion or Crushing |
| 13 | Exposure to Heat or Cold |
| 14 | Foreign Body |
| 15 | Loss of Sight |
| 16 | Loss of Hearing |

| # | BODY LOCATION |
|---|---|
| 1 | Skull |
| 2 | Face |
| 3 | Eye(s) |
| 4 | Ear(s) |
| 5 | Nose |
| 6 | Teeth |
| 7 | Neck |
| 8 | Multiple Head Locations |
| 9 | Shoulder |
| 10 | Upper Arm |
| 11 | Elbow |
| 12 | Forearm |
| 13 | Multiple Arm Locations |
| 14 | Wrist |
| 15 | Finger(s) |
| 16 | Multiple Hand Locations |
| 17 | Ribs |
| 18 | Chest |
| 19 | Abdomen |
| 20 | Pelvis |
| 21 | Back |
| 22 | Internal Organs |
| 23 | Multiple Trunk Locations |
| 24 | Hip |
| 25 | Thigh |
| 26 | Lower Leg |
| 27 | Knee |
| 28 | Multiple Leg Locations |
| 29 | Ankle |
| 30 | Foot |
| 31 | Toes |
| 32 | Multiple Foot Locations |
| 33 | Whole Body |
| 34 | Multiple Whole Body Locations |
| 35 | Left Side |
| 36 | Right Side |

| | SYNERGY ROOT CAUSES CLASSIFICATONS |
|---|---|
| 1 | Supervision or Leadership |
| 2 | Incompatible Goals |
| 3 | Passive Tolerance of Violations |
| 4 | Work Procedures - Availability and Suitability |
| 5 | Procedural Compliance |
| 6 | Risk Management |
| 7 | Task Planning, Preparation or Manning |
| 8 | SWMS, JSA, Take 5 - Not Completed |
| 9 | SWMS, JSA, Take 5 - Inadequate |
| 10 | Isolation, Lock Out, Tag Out |
| 11 | Access Control |
| 12 | Permit to Work - Availability and Suitability |
| 13 | Contractor Management |
| 14 | Emergency Planning or Preparedness |
| 15 | Change Management |
| 16 | Communication |
| 17 | Hazard Recognition or Perception |
| 18 | Operating Speed - Not Suited to Conditions |
| 19 | Operating Speed - Time or Productivity Pressures |
| 20 | Horseplay or Thrill Seeking |
| 21 | Exceeding Operating Authority |
| 22 | Training, Experience, Knowledge or Skills |
| 23 | Psychological Stress |
| 24 | Motivation or Attitude |
| 25 | Fatigue - Shift Patterns or Overtime |
| 26 | Fatigue - Other Factors |
| 27 | Physical Capabilities |
| 28 | Drugs or Alcohol |
| 29 | Tools and Equipment - Condition or Availability |
| 30 | Tools and Equipment Use - Error or Violation |
| 31 | Equipment or Materials Handling Methods |
| 32 | Abnormal Operational Situation or Condition |
| 33 | PPE Suitability or Availability |
| 34 | PPE Use - Error or Violation |
| 35 | Weather Conditions |
| 36 | Congestion, Restriction or Access |
| 37 | Workplace Conditions - e.g. Lighting or Noise |
| 38 | Ventilation - Gas, Dust or Fumes |
| 39 | Chemical - Dangerous Goods or Hazardous Substances |
| 40 | Housekeeping |
| 41 | Wildlife |
| 42 | Signage or Warning Signals |
| 43 | Guards or Barriers |
| 44 | Occupational Hygiene Practices |

| | SYNERGY CAUSAL FACTOR CLASSIFICATIONS |
|---|---|
| 1 | Supervision or Leadership |
| 2 | Incompatible Goals |
| 3 | Passive Tolerance of Violations |
| 4 | Work Procedures - Availability and Suitability |
| 5 | Procedural Compliance |
| 6 | Risk Management |
| 7 | Task Planning, Preparation or Manning |
| 8 | SWMS, JSA, Take 5 - Not Completed |
| 9 | SWMS, JSA, Take 5 - Inadequate |
| 10 | Isolation, Lock Out, Tag Out |
| 11 | Access Control |
| 12 | Permit to Work - Availability and Suitability |
| 13 | Contractor Management |
| 14 | Emergency Planning or Preparedness |
| 15 | Change Management |
| 16 | Communication |
| 17 | Hazard Recognition or Perception |
| 18 | Operating Speed - Not Suited to Conditions |
| 19 | Operating Speed - Time or Productivity Pressures |
| 20 | Horseplay or Thrill Seeking |
| 21 | Exceeding Operating Authority |
| 22 | Training, Experience, Knowledge or Skills |
| 23 | Psychological Stress |
| 24 | Motivation or Attitude |
| 25 | Fatigue - Shift Patterns or Overtime |
| 26 | Fatigue - Other Factors |
| 27 | Physical Capabilities |
| 28 | Drugs or Alcohol |
| 29 | Tools and Equipment - Condition or Availability |
| 30 | Tools and Equipment Use - Error or Violation |
| 31 | Equipment or Materials Handling Methods |
| 32 | Abnormal Operational Situation or Condition |
| 33 | PPE Suitability or Availability |
| 34 | PPE Use - Error or Violation |
| 35 | Weather Conditions |
| 36 | Congestion, Restriction or Access |
| 37 | Workplace Conditions - e.g. Lighting or Noise |
| 38 | Ventilation - Gas, Dust or Fumes |
| 39 | Chemical - Dangerous Goods or Hazardous Substances |
| 40 | Housekeeping |
| 41 | Wildlife |
| 42 | Signage or Warning Signals |
| 43 | Guards or Barriers |
| 44 | Occupational Hygiene Practices |

| | SYNERGY TASK LIST (Main task undertaken at time of the event) |
|---|---|
| 1 | Inspection & Testing |
| 2 | Traffic Management |
| 3 | Road Construction or Maintenance |
| 4 | Mobilisation |
| 5 | Demobilisation |
| 6 | Commissioning |
| 7 | Housekeeping |
| 8 | Clearing |
| 9 | Survey |
| 10 | Maintenance |
| 11 | Workshop |
| 12 | Earthworks, Civil or Compacting |
| 13 | Piling |
| 14 | Lifting Operations |
| 15 | Rigging |
| 16 | Operating a Motor Vehicle |
| 17 | Fencing, Hoarding, Gantries, Perimeter |
| 18 | Electrical Works |
| 19 | Scaffolding |
| 20 | Hot Works |
| 21 | Demolition, Strip-0ut |
| 22 | Operate Mobile Plant |
| 23 | Entering or Exiting Site |
| 24 | Formwork - Jumpform, Slipform |
| 25 | Concreting, Steel fixing, Post Tensioning |
| 26 | Metal Work, Sheet Metal |
| 27 | Steel Erection |
| 28 | Masonry |
| 29 | Abrasive Blasting |
| 30 | Pre-Cast |
| 31 | Roofing |
| 32 | Cladding, Curtain Wall, Glazing |
| 33 | Plumbing (Hydraulics) |
| 34 | Lift, Escalator Installation |
| 35 | Mechanical Services - Air-Conditioning |
| 36 | Fitout |
| 37 | Transporting Material on Site |
| 38 | Unloading, Loading Materials |
| 39 | Carpentry |
| 40 | Erosion and Sediment Control Works |

# Synergy Event Classification Matrix

## SAFETY & HEALTH

*This matrix is used to assign the Actual and Potential Consequence to a Safety & Health Incident in EVENTS and the Classification to an Injury or Illness Impact in IMPACTS*

| Event Types | | | | | | |
|---|---|---|---|---|---|---|
| **Incident** | **Near Hit** | **Report Only** | **Regulatory Visit** | **Stakeholder Contact** | **D&A Positive Test** | **Hazards** |
| An occurrence that results in physical or psychological injury or illness to a worker, damage to property, plant, equipment, the environment, or business interruption. | An occurrence that did not result in, but had the potential to result in, physical or psychological injury or illness to a person, damage to property, plant, equipment, the environment, or business interruption. | An event that requires recording for future reference and is not included in statistical reporting. | A visit by a regulatory authority to the workplace. | A record of a contact between the workplace and an external stakeholder. For example, a compliment, complaint, an enquiry, or feedback. | A result that has been confirmed as positive by an accredited laboratory or calibrated testing device. | An event record of an identified hazard that if uncontrolled has the potential to cause damage, harm or adverse health effects within the workplace. |

| Event Classes | | | | |
|---|---|---|---|---|
| **Actual Consequence** | | | | |
| **1A** | **2A** | **3A** | **No Impact** | |
| A Death or Permanent Disability incident | A Medical Treatment, Restricted Work or Lost Time Injury incident | A First Aid or Minor Injury incident | No injury or illness | |
| **Potential Consequence** | | | | |
| **1P or PC1** | **2P** | **3P** | **4P** | **5P** |
| Had the hazard been fully realised the most probable outcome was death or permanent disability | Had the hazard been fully realised the most probable outcome was a Lost Time Injury | Had the hazard been fully realised the most probable outcome was a Medical Treatment or Restricted Work Injury | Had the hazard been fully realised the most probable outcome was a First Aid Injury | Had the hazard been fully realised the most probable outcome was no Injury / Minor Injury |

| Event Types | | | |
|---|---|---|---|
| **Event Type** | **Definition** | **Event Type** | **Definition** |
| **Recordable Injury** | For reporting safety performance and calculating recordable injury frequency rates, the following classification outcomes are recordable injuries:<br>• Fatality<br>• Permanent Disability<br>• Lost Time Injury<br>• Restricted Work Injury<br>• Medical Treatment Injury<br>Note: Occupational Illnesses are excluded from the definition of recordable injury. | **Restricted Work Injury (RWI)** | A Restricted Work Injury is a Medical Treatment Injury or illness where a qualified medical practitioner certifies that the injured worker cannot perform their 'routine functions' and:<br>• The restrictions require the worker to perform functions that are not part of their routine duties, or<br>• There is a restriction on working hours.<br>Where no medical treatment is provided, and the worker is able to perform 'routine duties' with identified precautions (e.g. restrictions) and no loss of hours, the event shall be classified as a First Aid Injury. |

| Event Types | | | |
|---|---|---|---|
| **Event Type** | **Definition** | **Event Type** | **Definition** |
| **Permanent Disability** | A work-related event that results in an injury or illness that permanently affects the future employment of an individual. The work-related injury or illness may be either acute or chronic in nature. Other examples include, but are not limited to:<br>• Quadriplegia<br>• Paraplegia<br>• Amputation. Note - amputation up to the first knuckle/digit of a finger or toe is classified as a Lost Time Injury (LTI)<br>• Permanent hearing loss<br>• Permanent sight loss<br>• Permanent sensitisation<br>• Permanent respiratory damage or lung function loss<br>• Permanent restricted impairment<br>• Chronic serious conditions/disease<br>• Permanent nerve, system and/or organ damage<br>• Psychological disturbance<br>• Multiple serious injuries<br>• Permanent loss of control or function of bladder, bowels or sexual organ.<br>If a complex or not easily determined loss of function (for example fine motor function), the injury or injuries can be reviewed with guidance from, the American Medical Association 'Guidelines to Evaluating Permanent Impairment' or the applicable guideline for the jurisdiction in which the injury occurred. | **Medical Treatment Injury (MTI)** | A Medical Treatment Injury is an injury or illness requiring medical treatment by a qualified medical practitioner, other than First Aid. It includes:<br>• Application of antiseptics during second or subsequent visits to qualified medical practitioner<br>• Treatment of partial or full thickness burns<br>• Insertion of suture(s) or staples to treat cuts or lacerations<br>• Removal of foreign bodies embedded in eye<br>• Removal of foreign bodies from a wound if the depth of embedment, size or location complicates the procedure<br>• Use of prescription medications (except a single or precautionary course administered on the first visit for injury or discomfort)<br>• Surgical debridement (Surgical removal of foreign object or suspect tissue from a wound)<br>• Positive x-ray diagnosis of fractures (excludes hairline fractures where no treatment and/or stabilisation is required)<br>• Admission to a hospital or equivalent for treatment or observation for more than 12 hrs<br>• Any traumatic work injury that results in a loss of consciousness, or<br>• Three or more visits to an allied health professional, as prescribed by a qualified medical practitioner.<br><br>Note: First Aid and observations by a qualified medical practitioner are not classified as Medical Treatment Injuries. Medical treatment does not include:<br>• Visits to a qualified medical practitioner solely for observation or counselling<br>• The conduct of diagnostic procedures, such as x-rays and blood tests, including the administration of prescription medications used solely for diagnostic purposes (e.g. eye drops to dilate pupils).<br>• Use of wound closing techniques such as glue and butterfly clips.<br>• Administrating vaccinations or other immunisations proactively prior to any symptoms or signs of infection or disease. |
| **Lost Time Injury (LTI)** | A Lost Time Injury is a work-related injury or illness that resulted in time lost from work of one day/shift or more. A Lost Time Injury must be certified by advice from a qualified medical practitioner or chief medical advisor. | | |
| **Report Only** | Events that require recording for future reference but are non-work related and are not included in statistical reporting. The classification for Report Only events are:<br>• Business Interruption<br>• Damage not caused by work<br>• Environment<br>• Injury at social activity<br>• Journey<br>• Medical incident not caused by work<br>Public Theft/Damage | **First Aid Treatment (FAI)** | A First Aid Injury is a work-related injury or illness which requires preliminary treatment, assistance or care without the need for medical treatment. A First Aid Injury includes the following:<br>• A minor injury or discomfort and receiving a single or precautionary course of prescription medication or use of antiseptics during the first visit to a qualified medical practitioner<br>• Using a non-prescription medication at non-prescription strength<br>• The treatment of superficial burns<br>• Precautionary testing including negative x-ray diagnosis<br>• Administering vaccinations or other immunisations proactively prior to any symptoms or signs of infection or disease (e.g.: Tetanus and Rabies)<br>• Cleaning, flushing or soaking wounds on the surface of the skin<br>• Using wound coverings such as bandages, Band-Aids™, gauze pads, etc.; or using butterfly bandages, Steri-Strips™ or surgical glue (other wound closing devices such as sutures, staples, etc. are considered medical treatment)<br>• Using hot or cold therapy<br>• Using any non-rigid means of support, such as elastic bandages, wraps, etc. (devices with rigid stays, other than finger guards, or other systems designed to immobilise parts of the body are considered medical treatment for recordkeeping purposes)<br>• Using temporary immobilisation devices while transporting an accident victim (e.g. splints, slings, neck collars, back boards, etc.)<br>• Drilling of a fingernail or toenail to relieve pressure, or draining fluid from a blister<br>• Using eye patches<br>• Removing foreign bodies from the eye using only irrigation or a cotton swab<br>• Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs or other simple means<br>• Using massages<br>• Drinking fluids for relief of heat stress<br>• Up to two visits to an Allied Health Professional as prescribed by a qualified medical practitioner, or<br>• Observation for any of the above treatments, including admission to a hospital for up to 12 hours. |
| **Occupational Illness** | An Occupational Illness is a work-related condition or disorder caused predominantly from prolonged or multiple exposures to hazardous substances or work conditions rather than a single event as in the case of a work injury. A single exposure to a hazardous substance may also result in an occupational illness.<br>There must be a clear and significant relationship between the condition and the worker's work environment or specific activities at work, for the condition to constitute an occupational illness.<br>The development of a medical condition (particularly a musculo-skeletal type condition) in a worker during their employment does not automatically constitute an occupational illness. However, if the musculo-skeletal condition is due to prolonged or multiple exposures to hazardous work conditions, it will be classified as an occupational illness. If the condition clearly arises from a single event, it will be classified as a work injury.<br>The following examples may assist in determining the difference between a work injury and an occupational illness:<br>• Hearing loss relative to baseline audiometric testing due to exposure to occupational noise over time – **occupational illness**<br>• Hearing loss or damage to the ear due to exposure to an event that results in a loud noise such as an explosion or sudden release of compressed gasses – **work injury**<br>• Dermatitis reaction as a result of exposure to chemicals used as part of a worker's duties over a period of time – **occupational illness**<br>• Chemical burn resulting from a single exposure to a particular chemical – **work injury**<br>• Back or neck condition due to operating heavy equipment over a period of time (i.e. at least a number of shifts) – **occupational illness**;<br>• Back or neck injury due to a jolt or jar when operating heavy equipment runs over a large rock – **work injury**<br>• Malaria contracted by business travellers and international assignees from a non-endemic malaria country while working in in a malaria zone - **occupational illness**<br>• Malaria contracted by worker from malaria endemic country while working in a malaria zone – **Report Only, Medical incident not caused by work**<br>• Medical conditions arising from insect or animal bites during a specific work activity carried out in a work environment where exposure is reasonably expected – **work injury**<br>Medical conditions arising from insect or animal bites at work but unrelated to a specific work activity or in a work environment where exposure is not reasonably expected – **Report Only, Medical incident not caused by work** | **Journey Events** | An injury sustained on the usual route of travel between the worker's home and place of work or between place of work and home is considered to be a journey event. Details of journey events must be recorded as a 'Report Only, Journey' for workers compensation purposes and record purposes, but the event is not included in the company's incident statistics.<br><br>Due to the sometimes-delayed nature of symptoms arising from incidents, commuting/journey incidents where no injuries were evident at time of report should also be recorded in the same manner. Events including injury or illness impacts sustained during work related travel (travelling from the office to a project, between work areas within a project, project-to-project, etc.) are work related and recorded in the incident statistics.<br><br>An injury or illness sustained on local, interstate or international business travel, including travel to and from home to the intermediate or final destination via taxis, Uber, company provided drivers, etc. and/or on approved scheduled commercial airlines, flying a publicly available route is considered a journey event. Injuries and/or illness resulting from business travel involving self-driven company cars, private cars, hire cars, etc. is considered to be work related |

| Defined Terms | | | |
|---|---|---|---|
| **Term** | **Definition** | **Term** | **Definition** |
| **Worker** | Any person engaged by and/or operating under the instruction of the CPB Contractors or its entities. This may include, but is not limited to employees, contractors, subcontractors, labour hire employees, apprentices, trainees, volunteers and work experience students. | **Work Related** | An injury or illness is regarded as work-related if an event or exposure in the work environment either caused or contributed to the resulting condition or significantly aggravated a pre-existing injury or illness. Work-relatedness is presumed for injuries and illnesses resulting from events or exposures occurring in the work environment.<br><br>The following situations are not considered to be work related:<br>• At the time of the injury or illness, the worker had finished work for the day and was present as a member of the general public rather than as a worker<br>• The injury or illness involves signs or symptoms that surface at work but result solely from a non-work-related event or exposure occurring outside the work environment<br>• The injury or illness results solely from voluntary participation in a wellness program or in a medical, fitness, or recreational activity such as blood donation, physical examination, flu shot, exercise class, racquetball, or baseball<br>• The injury or illness is solely the result of a worker eating, drinking, or preparing food or drink for personal consumption (whether bought on the premises or brought in).<br>• Note: If the worker is made ill by ingesting food contaminated in the workplace (such as lead) or gets food poisoning from food supplied by the site, the case would be considered work-related.<br>• The injury or illness is solely the result of a worker doing personal tasks, at the work environment outside of the worker's assigned working hours<br>• The injury or illness is solely the result of personal grooming, self-medication for a non-work-related condition, or is intentionally self-inflicted<br>• The injury results from normal living activities such as walking (on even ground), standing, sitting, turning, ascending or descending stairs and normal bending such as tying a shoe lace, picking up light weight items such as pencil or paper clip<br>• Normal living activities do not include twisting/reaching/bending in poor ergonomic circumstances (e.g. pick up an item under a desk) or if there is a trip or slip<br>• The injury or illness is caused by a motor vehicle accident and occurs on a company parking lot or company access road while the worker is commuting to or from work<br>• Illness not associated with work, such as the common cold or flu.<br>• Mental illness will not be considered work-related unless the worker provides a certificate from a qualified medical practitioner that states the worker has a work related mental illness. |
| **Workplace** | Any office, site, project or work location that has workers whose activities are controlled by the CPB Contractors and/or its entities. | | |
| **Qualified Medical Practitioner** | A Health Professional with appropriate university qualifications, experience, and country-based accreditation to legally allow the practice of medical examinations, diagnosis, and provision of treatment advice. | | |
| **Allied Health Professional** | An Allied Health Professional is a person who performs health services that support a worker's recovery and is a profession, which has:<br>• a direct patient care role<br>• a national professional organisation with a code of ethics/conduct and clearly defined membership requirements<br>• university health sciences courses (not medical, dental or nursing) at a minimum of AFQ Level 7 (or equivalent), accredited by their relevant national accreditation body<br>• clearly articulated national entry level competency standards and assessment procedures<br>• a defined core scope of practice<br>• robust and enforceable regulatory mechanisms<br>• Common allied health professions generally include, but are not limited to;<br>• Physiotherapy;<br>• Occupational Therapist;<br>• Psychology;<br>• Dentistry;<br>• Nursing (Registered Nurses);<br>• Chiropractic; or<br>• Naturopathy. | | |

## ENVIRONMENT

*This matrix is used to assign the Actual Consequence to an Environmental Incident in EVENTS and the Classification to an Environmental Impact in IMPACTS.*

| Event Classes | | | |
|---|---|---|---|
| **Actual Consequence** | | | |
| **1A** | **2A** | **3A** | **No Impact** |
| Environmental discharges, environmental pollution or degradation which has high severity impacts on the community and/or environment or may have irreversible detrimental long-term impacts. | Environmental discharges, environmental pollution or degradation which has moderate severity impacts on the community and/or environment (1 to 3 months) but is fully reversible in the long term. | Environmental discharges, environmental pollution or degradation which has low severity impacts on the community and environment in the short term (<1 month) and is fully reversible with no residual impacts. Includes nuisance level impacts. | Negligible or sporadic discharges |

| Potential Consequence | | | | |
|---|---|---|---|---|
| **1P** | **2P** | **3P** | **4P** | **5P** |
| Long-term / irreversible damage to neighbouring or valued ecosystem. Long-term remediation required. Irreparable damage to highly valued items / locations of cultural significance. | Impacts extend off-site / external ecosystem. Considerable remediation required. Significant damage to structures / locations of cultural significance. | Medium term, contained impact; requiring significant remedial action. Moderate but permanent damage to structures / items / locations of cultural significance. | Short lived, well-contained environmental impact; minor remedial action required. Moderate damage that is largely repairable. | Small, contained localised impact. Low level repairable damage to commonplace structures. |

## ENVIRONMENTAL HARM CLASSIFICATION GUIDANCE MATRIX

The following Guidance Matrix must be read in the context of the Incident Classification definitions above. It contains examples only and is not intended to be comprehensive. All examples do not have to be present for that Class or Category to apply. Classification should consider the intent rather than just the literal meaning of the example. Only one Environmental Category can be selected in Synergy. The Category selected should be the one that best represents the environmental impact of the incident, rather than the cause of incident. Classification of incidents must be done by persons with relevant environmental expertise. Expert advice may be required in some situations.

| Environmental Harm Environmental Category | Class 1 | Class 2 | Class 3 |
|---|---|---|---|
| **WAT - Discharges to Surface Water** | Major and/or multiple discharges of pollutant to surface water. High severity impact on values of water resource e.g.<br>• Extensive contamination/pollution of waterways or water catchment areas e.g. tailings dam failure. | Significant and/or persistent discharge to surface water, moderate impact on values of water resource e.g.<br>• Spill escapes into offsite watercourse or storage with significant remediation required<br>• Uncontrolled discharge from sedimentation basin or site drainage system above allowable limits | Minor pollutant discharge to surface water, no permanent impact on values of water resource e.g.<br>• Minor spill from a containment, including hydrocarbons, which may or may not escape into the non-controlled environment, but which is contained and doesn't result in persistent environmental harm |

| Environmental Harm Environmental Category | Class 1 | Class 2 | Class 3 |
|---|---|---|---|
| | | • Significant release of sediment off-site into drains or receiving waters. | • Controlled discharge from sedimentation basin or site drainage system above allowable limits. |
| **CON – Contamination of Land and Groundwater** | Major spill of environmentally hazardous materials (e.g. hydrocarbons, chemicals, effluent, contaminated materials) to land e.g.<br>• Persistent and severe contamination of land<br>• Severe contamination of groundwater<br>• Extensive clean up and/or remediation required<br>• Uncontrolled spill of regulated material. | Significant spill of environmentally hazardous materials (e.g. hydrocarbons, chemicals, effluent, contaminated materials) to land e.g.<br>• Moderate contamination of groundwater<br>• with the consequence reversible<br>• Spill confined to defined area(s) within or outside site or workplace<br>• Significant clean up required over and above removal of contaminated material to land farm or approved waste area<br>• Spill of a type and/or volume that must be reported to a regulatory body. | Minor leak or spill (greater than 20 litres) of environmentally hazardous materials (e.g. hydrocarbons, chemicals, effluent, contaminated materials) to land e.g.<br>• No residual contamination of land<br>• Minor contamination of groundwater, with minimal consequence<br>• Spill confined to managed area(s) within site or workplace<br>• No significant clean up required other than removal of contaminated material to land farm or approved waste area.<br>**Note: for Spills/Leaks <20 litres see definition for Near Hit Environmental Event No Impact Hydrocarbon Spill** |
| **AIR – Dust, odour and emissions to atmosphere** | Severe or persistent discharge of hazardous pollutant to atmosphere e.g.<br>• Explosion or leak of hazardous gas or particulates;<br>• Evacuation of local vicinity;<br>• Continuous/frequent exceedance of air quality health criteria<br>• Severe eco-toxic effects on listed habitats or communities. | Moderate or persistent discharge of pollutant to atmosphere e.g.<br>• Multiple occurrences of obnoxious odours outside the premises<br>• Nuisance dust levels requiring significant offsite clean-up<br>• Odour issues requiring relocation of material or significant changes to waste, earthworks of stockpile management<br>• Significant quantities of Greenhouse or ozone depleting gases released to the atmosphere. | Minor discharge of pollutant to atmosphere that is in breach of a documented obligation or legal condition, but which doesn't result in significant impacts e.g.<br>• Overfill of cement silo, cement dust release<br>• Nuisance dust requiring minimal or no offsite clean-up<br>• Small quantities of greenhouse or ozone depleting gases released to the atmosphere<br>• Failure to maintain plant in an efficient condition. |
| **NVL – Noise, Vibration and Light (including overpressure)** | Generation of noise, vibration, or light causing severe damage to property outside site or workplace, or the environment, or severe and / or persistent disruption to the community e.g.<br>• Major and persistent loss of amenity or nuisance<br>• Extreme levels or persistent excessive noise resulting in severe community impacts<br>• Confirmed substantial damage to property from vibration. | Generation of noise, vibration, or light causing sustained periods of inconvenience or disruption to community and the environment e.g.<br>• Significant loss of amenity or nuisance<br>• Wilful disregard of limits<br>• Noise, vibration or light levels regularly in excess of set criteria<br>• Vibration causes confirmed minor damage to property. | Unplanned generation of noise, vibration, or light exceeding documented limits or controls and causing occasional inconvenience or disruption to community and the environment e.g.<br>• Minor loss of amenity or nuisance<br>• Occasional unplanned breach of noise, vibration or light criteria at sensitive receivers.<br>• Substantiated public complaint satisfactorily resolved at project level. |
| **WAS – Solid and Other Wastes**<br><br>NOTE: This category only applies to the unauthorised storage and handling of wastes. Once an incident occurs, use other categories to classify incident. | • Unauthorised storage, transport, treatment or disposal of a significant quantity (refer to legislation) of regulated waste (e.g. classified, prescribed, hazardous) in contravention of waste management legislation<br>• Unauthorised storage, transport, treatment or disposal of a significant quantity (e.g. => 10,000 litres, 10 tonnes or 10.0 $m^3$) of non-regulated waste, in contravention of regulations or project waste management requirements. | • Unauthorised storage, transport, treatment or disposal of a minor quantity (refer to legislation) of regulated waste (e.g. classified, prescribed, hazardous) in contravention of waste management legislation<br>• Unauthorised storage, transport, treatment or disposal of a moderate quantity (e.g. up to 10,000 litres, 10 tonnes or 10.0 $m^3$) of non-regulated waste, in contravention of regulations or project waste management requirements. | • Placement or storage of waste or contaminated materials in a manner or place where environmental harm could reasonably be expected to occur<br>• Unauthorised storage, transport, treatment or disposal of a minor quantity (e.g. up to 1000 litres, 1000 kg or 1.0 $m^3$) of non-regulated waste in contravention of regulations or project waste management requirements. |
| **FLFA – Flora and Fauna** | Major loss or impact on land or water-based flora or fauna. Destruction of ecologically significant habitat that is of national significance. Endangering viability of species, habitat or ecosystem. Damage that cannot be remediated, or only remediated with risk of long-term loss e.g.<br>• Unapproved destruction of habitat in a national park or similar;<br>• Unplanned harm to scheduled flora and fauna species and habitats that may threaten the regional survival of the species or community<br>• Long term or permanent disruption of protected fauna breeding cycle<br>• Introduction or spread of weeds and pathogens that pose a high risk of ecological or economic damage. | Medium impact on land or water-based flora, fauna or habitat. Short-term impact on ecosystem that is of regional significance. Damage that can be remediated e.g.<br>• Partial destruction of native habitat leading to impact on local species numbers or disruption to breeding cycles;<br>• Short-term disruption of protected fauna breeding cycle<br>• Unplanned harm to scheduled flora or fauna species that may threaten the local survival of the species<br>• Unapproved clearing of an area of remnant native vegetation, Declared Threatened or Rare flora<br>• Introduction or spread of weeds and pathogens that will require extensive resources to contain. | Minor loss or impact on land or water-based flora, fauna or habitat, but no long term negative effect on the ecosystem or habitat. Limited damage to an area of land of minor local ecological significance e.g.<br>• Death of a native animal, that is not identified as a pest, but not from a scheduled species<br>• Damage to vegetation in breach of clearing permits and approvals<br>• Localised spread of weeds or pathogenic material within site. |
| **HER –Archaeological, Heritage and Cultural Issues** | Destruction or irreparable damage to listed structures/items/locations of cultural or heritage significance e.g.<br>• Wilful damage to a structure, place, item, or artefact.<br>• Blatant disregard of widely held cultural values. | Significant damage to listed structures/items/locations of cultural or heritage significance e.g.<br>• Knowingly disturbing an archaeological site or place without the appropriate permits or in breach of a permit<br>• Entering of protected site, with a breach of cultural 'laws'. Minor disregard of cultural values. | Minor accidental and repairable damage to listed structures or places, or minor infringement of cultural values e.g.<br>• Unintentionally disturbing an archaeological site or place without the appropriate permits<br>• Entering of protected sites, but not in breach of cultural 'laws'. |
| **RES – Use of land, water, fuels and energy, and other natural resources** | Operations cause either short term severe or persistent unplanned disruption to the availability of resources to the community or the environment. Exhaustion or serious degradation of natural resources for future use e.g.<br>• Operations cause loss of flow in natural watercourses or irreversible depletion of aquifers<br>• Continuous loss of supply water volume from non-licensed discharge point, with evidence of supply water contamination. | Operations cause substantial unplanned disruption to the availability of resources to the community or the environment. Significant impact on other energy / natural resource users or the environment outside site or workplace e.g.<br>• Water usage/de-watering by operations causes loss of pressure or flow to local/adjacent water bores<br>• Unrecoverable loss of in situ or stockpiled growth medium (e.g. buried)<br>• Loss of minor water supply volume off-site. | Operations cause temporary unplanned disruption to the availability of resources to the community or the environment. Minor impact on other energy / natural resource users or the environment outside site or workplace e.g.<br>• Rehabilitation area disturbed.<br>• Minor land-use change without approval from Client or Regulator |

| Environmental Harm Environmental Category | Class 1 | Class 2 | Class 3 |
|---|---|---|---|
| | | | • Loss of water supply volume to localised environment due to continuous moderate leakage; e.g. reservoirs, pipelines, tanks. |
| **ASS - Acid Sulphate Soils** | Mismanagement of acid sulphate soils results in high level or catastrophic persistent impacts e.g.<br>• Significant damage to infrastructure<br>• Major acid drainage event | Significant exposure, lack of containment or poor management of acid sulphate soils. | Minor exposure of acid sulphate soils e.g.<br>• Exposure of previously unidentified ASS during works<br>• Failure of protective bunds but with no runoff leaving contaminated area. |
| **ESC- Erosion & Sediment Control** | • Erosion causing major irreversible impacts to the surrounding environment.<br>• Major clean up works requiring significant resources<br>• Placement of high toxicity materials in a drainage line or adjacent to a waterway resulting in prosecution. | • Disruptions to freshwater or marine activities Placement of contaminated wastes or medium toxicity materials in a location where it could potentially result in pollution<br>• Moderate erosion to a landscape, including flow lines that can be remediated in the medium term.<br>• Critical E&S controls not installed. | • Minor reversible alteration in landscape or topography<br>• Erosion causing minor impacts that are reversible.<br>• Placement of excavated soil or low toxicity materials in a location where it could potentially result in pollution.<br>• E&S Controls not maintained. |
| **DMR -Dirt & Mud on Public Roads** | Tracking or depositing of soil onto roads resulting in major clean-up works and major delays to arterial traffic. | • Tracking of soil material onto local roads requiring significant resources for clean-up works.<br>• Exit controls and / or clean-up regime required but not in place<br>• Repeated failure by trucks to cover loads in accordance with project requirements. | • Unplanned tracking of soil onto local roads requiring minor clean up:<br>• Controls are in place but ineffective (e.g. exit rumble grids, wheel washes), clean up (street sweepers)<br>• Occasional failure by trucks to cover loads in accordance with project requirements. |

## PLANT & PROPERTY

*This matrix is used to assign the Actual Consequence to Plant & Property Incident in EVENTS and the Classification of Plant & Property Impact in IMPACTS.*
*Note: Near Hit Plant & Property Events are not to be recorded in Synergy.*

| Event Classes | | | |
|---|---|---|---|
| **Actual Consequence** | | | |
| **1A** | **2A** | **3A** | **No Impact** |
| Damage or potential damage to plant or property in excess of $100,000. | Damage to plant or property in excess of $15,000 but less than $100,000. | Damage to plant and property less than $15,000. | No plant damage |

| Potential Consequence | | | | |
|---|---|---|---|---|
| **1P** | **2P** | **3P** | **4P** | **5P** |
| Potential damage to plant or property in excess of $100,000. | Potential damage to plant or property in excess of $15,000 but less than $100,000. | Potential damage to plant or property in excess of $15,000 but less than $50,000. | Potential damage to plant or property less than $15,000 | Superficial Damage |

## DETERMINING LIKELIHOOD

| **Rating** | 1 | 2 | 3 | 4 | 5 |
|---|---|---|---|---|---|
| **Likelihood** | Almost Certain | Likely | Moderate | Unlikely | Rare |
| **Definition** | Likely to occur again during the next month. | A similar incident could be expected to occur in the next six months. | A similar incident could be expected to occur in the next 1 year. | A similar incident could be expected to occur in the next 5 years. | Similar incident is unlikely to occur again. |

## SYNERGY EVENT CLASSIFICATION LOOKUP VALUES

| # | INCIDENT MECHANISM |
|---|---|
| 1 | Working at Heights |
| 2 | Slip & Trip Hazards |
| 3 | Falling or Flying Objects |
| 4 | Heavy Vehicle/Heavy Vehicle interaction |
| 5 | Heavy Vehicle /Light Vehicle Interaction |
| 6 | Motor Vehicle Accident |
| 7 | People & Plant Interaction |
| 8 | Mobile Plant Incident (incl Mechanical Failure) |
| 9 | Uncontrolled Release – Compressed Air or Gas. |
| 10 | Uncontrolled Release – Hydraulics & Other High Pressure |
| 11 | Uncontrolled Release - Chemicals incl Hydrocarbons |
| 12 | Uncontrolled Release - Mechanical Energy |
| 13 | Uncontrolled Release - Electrical Energy |
| 14 | Uncontrolled Fire |
| 15 | Uncontrolled Explosion |
| 16 | Lifting Operations – Rigging Failure |
| 17 | Lifting Operations – Crane or Lifting Device Failure |
| 18 | Manual Handling/Tasks |
| 19 | Fitness for Duty |
| 20 | Vibration |
| 21 | Powered & Non-Powered Hand Tools |
| 22 | Fixed Plant or Machinery |
| 23 | Contact with Underground or Overhead Services |
| 24 | Slips of Ground or Cave In |
| 25 | Structural/Mechanical Failure incl Temporary Works |
| 26 | Physical Work Environment |
| 27 | Trespass or Vandalism |
| 28 | Terrorism or Sabotage |
| 29 | Physical Assault |
| 30 | Communications Systems Failure |
| 31 | Suicide – Attempted or Suspected |
| 32 | Rail – Running Line Derailment |
| 33 | Rail – Running Line Collision |
| 34 | Rail – Level Crossing Occurrence |
| 35 | Rail – Proceed Authority Exceeded |
| 36 | Rail – Signal Passed at Danger |
| 37 | Rail- Signaling & Proceed Authority Irregularities |
| 38 | Rail - Runaway |
| 39 | Rail – Yard Derailment |
| 40 | Rail – Collision |
| 41 | Rail – Loading Irregularities |
| 42 | Rail – Track & Civil Infrastructure Irregularities |
| 43 | Rail – Rolling Stock Irregularities |
| 44 | Use of Explosives |
| 45 | Hot or Cold Surface/Materials |
| 46 | Migrated / Not Applicable |
| 47 | Uncontrolled Release – Contaminated Water |
| 48 | Uncontrolled Release – Solids (incl Dust) |
| 49 | Ground Disturbance |

| # | INJURY MECHANISM (HUMAN IMPACT) |
|---|---|
| 1 | Awkward Posture |
| 2 | Contact or Exposure to Biological Factors |
| 3 | Contact with Electricity |
| 4 | Crushed or Caught Between |
| 5 | Drowning or Asphyxiation |
| 6 | Exposure to Heat or Cold |
| 7 | Exposure to Ionizing Radiation |
| 8 | Exposure to Mechanical Vibration |
| 9 | Exposure to Non- Ionizing Radiation |
| 10 | Exposure to Pressure Variations incl Explosions |
| 11 | Exposure to Sudden Sharp Sound |
| 12 | Falls on Same Level incl Slips & Trips |
| 13 | Insect/Spider/Animal Bite or Sting |
| 14 | Long Term Exposure to a Chemical or Substance |
| 15 | Long Term Exposure to Sound |
| 16 | Repetitive Movement – Low Muscle Loading |
| 17 | Muscular Stress – Sustained or High Force |
| 18 | Whole Body Jolts & Jars |
| 19 | Strike Object with Part of Body |
| 20 | Struck by Moving Object |
| 21 | Single Contact with a Chemical or Substance |
| 22 | Psychological Factors |
| 23 | Fall from Heights |
| 24 | Migrated / Not Applicable |

| # | INJURY TYPE |
|---|---|
| 1 | Amputation |
| 2 | Bite or Sting |
| 3 | Bruise or Abrasion |
| 4 | Burn or Scald |
| 5 | Dislocation |
| 6 | Fracture |
| 7 | Electric Shock |
| 8 | Sprain/Strain |
| 9 | Concussion |
| 10 | Internal Injuries |
| 11 | Laceration/ Open Wound |
| 12 | Contusion or Crushing |
| 13 | Exposure to Heat or Cold |
| 14 | Foreign Body |
| 15 | Loss of Sight |
| 16 | Loss of Hearing |

| # | BODY LOCATION |
|---|---|
| 1 | Skull |
| 2 | Face |
| 3 | Eye(s) |
| 4 | Ear(s) |
| 5 | Nose |
| 6 | Teeth |
| 7 | Neck |
| 8 | Multiple Head Locations |
| 9 | Shoulder |
| 10 | Upper Arm |
| 11 | Elbow |
| 12 | Forearm |
| 13 | Multiple Arm Locations |
| 14 | Wrist |
| 15 | Finger(s) |
| 16 | Multiple Hand Locations |
| 17 | Ribs |
| 18 | Chest |
| 19 | Abdomen |
| 20 | Pelvis |
| 21 | Back |
| 22 | Internal Organs |
| 23 | Multiple Trunk Locations |
| 24 | Hip |
| 25 | Thigh |
| 26 | Lower Leg |
| 27 | Knee |
| 28 | Multiple Leg Locations |
| 29 | Ankle |
| 30 | Foot |
| 31 | Toes |
| 32 | Multiple Foot Locations |
| 33 | Whole Body |
| 34 | Multiple Whole Body Locations |
| 35 | Left Side |
| 36 | Right Side |

| | SYNERGY ROOT CAUSES CLASSIFICATONS |
|---|---|
| 1 | Supervision or Leadership |
| 2 | Incompatible Goals |
| 3 | Passive Tolerance of Violations |
| 4 | Work Procedures - Availability and Suitability |
| 5 | Procedural Compliance |
| 6 | Risk Management |
| 7 | Task Planning, Preparation or Manning |
| 8 | SWMS, JSA, Take 5 - Not Completed |
| 9 | SWMS, JSA, Take 5 - Inadequate |
| 10 | Isolation, Lock Out, Tag Out |
| 11 | Access Control |
| 12 | Permit to Work - Availability and Suitability |
| 13 | Contractor Management |
| 14 | Emergency Planning or Preparedness |
| 15 | Change Management |
| 16 | Communication |
| 17 | Hazard Recognition or Perception |
| 18 | Operating Speed - Not Suited to Conditions |
| 19 | Operating Speed - Time or Productivity Pressures |
| 20 | Horseplay or Thrill Seeking |
| 21 | Exceeding Operating Authority |
| 22 | Training, Experience, Knowledge or Skills |
| 23 | Psychological Stress |
| 24 | Motivation or Attitude |
| 25 | Fatigue - Shift Patterns or Overtime |
| 26 | Fatigue - Other Factors |
| 27 | Physical Capabilities |
| 28 | Drugs or Alcohol |
| 29 | Tools and Equipment - Condition or Availability |
| 30 | Tools and Equipment Use - Error or Violation |
| 31 | Equipment or Materials Handling Methods |
| 32 | Abnormal Operational Situation or Condition |
| 33 | PPE Suitability or Availability |
| 34 | PPE Use - Error or Violation |
| 35 | Weather Conditions |
| 36 | Congestion, Restriction or Access |
| 37 | Workplace Conditions - e.g. Lighting or Noise |
| 38 | Ventilation - Gas, Dust or Fumes |
| 39 | Chemical - Dangerous Goods or Hazardous Substances |
| 40 | Housekeeping |
| 41 | Wildlife |
| 42 | Signage or Warning Signals |
| 43 | Guards or Barriers |
| 44 | Occupational Hygiene Practices |

| | SYNERGY CAUSAL FACTOR CLASSIFICATIONS |
|---|---|
| 1 | Supervision or Leadership |
| 2 | Incompatible Goals |
| 3 | Passive Tolerance of Violations |
| 4 | Work Procedures - Availability and Suitability |
| 5 | Procedural Compliance |
| 6 | Risk Management |
| 7 | Task Planning, Preparation or Manning |
| 8 | SWMS, JSA, Take 5 - Not Completed |
| 9 | SWMS, JSA, Take 5 - Inadequate |
| 10 | Isolation, Lock Out, Tag Out |
| 11 | Access Control |
| 12 | Permit to Work - Availability and Suitability |
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| 18 | Operating Speed - Not Suited to Conditions |
| 19 | Operating Speed - Time or Productivity Pressures |
| 20 | Horseplay or Thrill Seeking |
| 21 | Exceeding Operating Authority |
| 22 | Training, Experience, Knowledge or Skills |
| 23 | Psychological Stress |
| 24 | Motivation or Attitude |
| 25 | Fatigue - Shift Patterns or Overtime |
| 26 | Fatigue - Other Factors |
| 27 | Physical Capabilities |
| 28 | Drugs or Alcohol |
| 29 | Tools and Equipment - Condition or Availability |
| 30 | Tools and Equipment Use - Error or Violation |
| 31 | Equipment or Materials Handling Methods |
| 32 | Abnormal Operational Situation or Condition |
| 33 | PPE Suitability or Availability |
| 34 | PPE Use - Error or Violation |
| 35 | Weather Conditions |
| 36 | Congestion, Restriction or Access |
| 37 | Workplace Conditions - e.g. Lighting or Noise |
| 38 | Ventilation - Gas, Dust or Fumes |
| 39 | Chemical - Dangerous Goods or Hazardous Substances |
| 40 | Housekeeping |
| 41 | Wildlife |
| 42 | Signage or Warning Signals |
| 43 | Guards or Barriers |
| 44 | Occupational Hygiene Practices |

| | SYNERGY TASK LIST (Main task undertaken at time of the event) |
|---|---|
| 1 | Inspection & Testing |
| 2 | Traffic Management |
| 3 | Road Construction or Maintenance |
| 4 | Mobilisation |
| 5 | Demobilisation |
| 6 | Commissioning |
| 7 | Housekeeping |
| 8 | Clearing |
| 9 | Survey |
| 10 | Maintenance |
| 11 | Workshop |
| 12 | Earthworks, Civil or Compacting |
| 13 | Piling |
| 14 | Lifting Operations |
| 15 | Rigging |
| 16 | Operating a Motor Vehicle |
| 17 | Fencing, Hoarding, Gantries, Perimeter |
| 18 | Electrical Works |
| 19 | Scaffolding |
| 20 | Hot Works |
| 21 | Demolition, Strip-0ut |
| 22 | Operate Mobile Plant |
| 23 | Entering or Exiting Site |
| 24 | Formwork - Jumpform, Slipform |
| 25 | Concreting, Steel fixing, Post Tensioning |
| 26 | Metal Work, Sheet Metal |
| 27 | Steel Erection |
| 28 | Masonry |
| 29 | Abrasive Blasting |
| 30 | Pre-Cast |
| 31 | Roofing |
| 32 | Cladding, Curtain Wall, Glazing |
| 33 | Plumbing (Hydraulics) |
| 34 | Lift, Escalator Installation |
| 35 | Mechanical Services - Air-Conditioning |
| 36 | Fitout |
| 37 | Transporting Material on Site |
| 38 | Unloading, Loading Materials |
| 39 | Carpentry |
| 40 | Erosion and Sediment Control Works |

# SYNERGY – HOW TO CREATE A REGULATORY VISIT

QUICK REFERENCE CARD

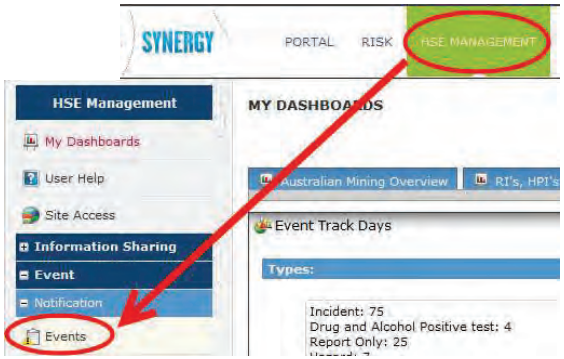
This guide covers:

- How to create a new regulatory visit

Definition of a regulatory visit; a visit from a regulatory agency that has resulted in a reported breach or PIN on the project after a safety and/or environmental incident event.

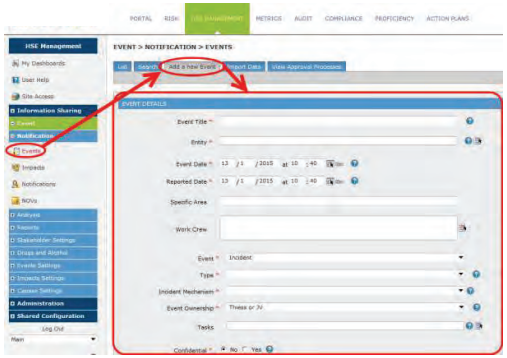
## Step 1 –Go to the HSE Management Module

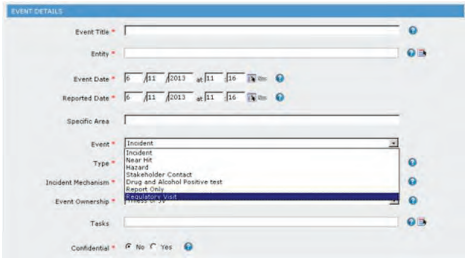
- Click on "HSE Management" top menu
- Click on "Event" on the right hand tab. Drop down list will appear
- Click on "Notification"
- Then click on "Events"




## Step 2 – Complete 'Add a new Event'

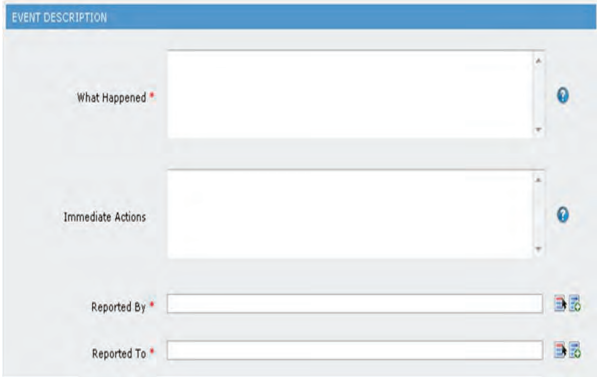
- Click on "Add a new Event" (blue tab – top centre screen).
- Enter a brief yet concise "Event Title"
- Select the work area where the event occurred in the Entity field
- Enter the Actual Date of Event in "Event Date" and enter the "Reported Date" of when the Event was formally reported
- Select the Event classification and type of "Regulatory Visit" and "Government Inspection" respectively
- Select the related Event (the Safety incident event)





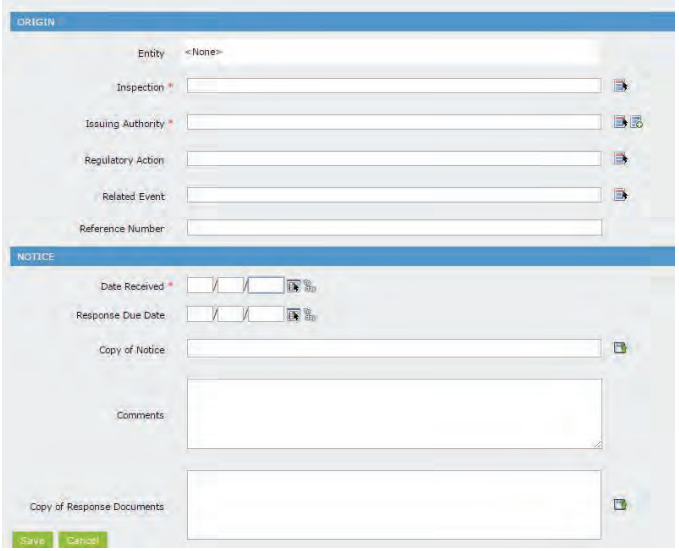

## Step 3 – Event Description

- Enter a concise description of the specific circumstances that lead to event in 'What Happened'
- Enter any 'Immediate Actions' that were completed immediately after the event occurred such as made the area safe, notified supervisor etc.
- Select who the event was Reported By and Reported To. You can use predictive text by entering the first 3 letters of the person's name Or use the pop up select icon.




## Step 4 – Create a Notice of Violation

- A Notice of Violation needs to be added before you click “Submit Notification”.




- Complete the Origin details with Issuing Authority, Regulatory Action, Related Event and Reference Number
- Complete the Notice details with Date Received, Response Due Date, Copy of Notice attached and Copy of Response Documents (if available)
- Click “Save”

# Monthly Safety and Quality Report

Business Unit: Insert BU here
Reporting Period: Insert Mth & Year here

# Contents


| | | |
|---|---|---|
| 1 | Performance Summary | 3 |
| 2 | Embedment of our ONE HSE Culture | 3 |
| 3 | Business Unit Safety & Health Plan | 4 |
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| 7 | Safety Class 1P Incidents | 8 |
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| 9 | Quality Class 1 Nonconformance Reports | 10 |
| 10 | Safety Leadership Heat Map | 11 |
| 11 | Sign Off | 13 |

# 1 Performance Summary

**Achievements/Milestones/Issues/Challenges** (Maximum of 5 to be listed)

- 
- 
- 
- 
- 

# 2 Embedment of our ONE HSE Culture

*Provide a summary of initiatives currently in progress with planned completion dates.*

| Business Unit Actions taken or planned | Progress of Action |
|---|---|
| • | • |
| • | • |
| • | • |
| • | • |
| • | • |
| • | • |

# 3 Business Unit Safety & Health Plan

*Provide a summary of initiatives currently in progress with planned completion dates.*

| CPB Key Focus Area | Business Unit Action | Progress of Action |
|---|---|---|
| | • | • |
| | • | • |
| | • | • |
| | • | • |
| | • | • |
| | • | • |

# 4 Lead Indicators

| Focus | Indicator | Target | Conducted/ performed during the month | Performance YTD |
|---|---|---|---|---|
| Critical Risk Management | Project Managers conduct a Critical Risk Review (CRR) monthly | >90% of Project Manager's CRR conducted | | • |
| | Business Unit conduct 2 CRR's / Project / annum | 100% of Business Unit CRR conducted | | • |
| | Business Unit CRR percentage compliance | >85% compliance | | • |
| | General Managers review BU CRR's and provide feedback to the PM | 90% individual feedback to the project team by their GM on the CRR's | | • |

| Focus | Indicator | Target | Conducted/ performed during the month | Performance YTD |
|---|---|---|---|---|
| Audit Schedule | Number of project safety audits completed as a % of audits scheduled<br>(1 audit / project / annum) | >90% of safety audits completed against the scheduled plan | | • |
| | General Managers review project safety audit reports and provide feedback to the PM | 90% individual feedback to the PM from the GM on the result of the safety audit | | • |
| Action Management | General Managers review safety actions monthly and validate any extensions of time | <10% of timeframes are revised calculated as revised safety actions/total safety actions due during period | | • |
| | | >80% of all safety actions raised are completed. Calculated as safety actions closed on time/ safety actions due during period | | • |
| Incident Management | GM's visit a Project when a PC 1 (or greater) has occurred to support the PM & investigation | GM's visit projects where a PC 1 (or greater) has occurred within 7 days | | • |
| Training | No. of Staff attending Safety Leadership Training program | Number of staff identified have been trained | | • |
| Engagement | Conduct One HSE Culture Survey's | At least 1 / Project / year | | • |
| | Conduct subcontractor forums on projects | 1 per Project / quarter | | • |
| | GM's to conduct Safety Leadership Walk & Talks | 12 / year | | • |

# 5 Regulatory Notices

| **Date** | **Business Unit / Project** | **Regulator** (e.g. SafeWork) | **Notice Type** (Improvement, Infringement, Prohibition) | **Details of Notice** | **Action Taken** | **Status** (Open / Closed) |
|---|---|---|---|---|---|---|
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |

# 6 Top 3 Safety Risks

| | |
|---|---|
| **Top 3 Risks** | 1.<br>2.<br>3. |
| **Management Strategy for Top 3 Safety Risks** | 1.<br>2.<br>3. |

| Summary of progress made since last report to address remaining open actions | Status update and report date | | Responsible lead person |
|---|---|---|---|
| • <br>• | | | |

# 7 Safety Class 1P Incidents

| | | | | | |
|---|---|---|---|---|---|
| **Business Unit** | | **Quarterly Safety Performance Overview** | <Month> | <Month> | <Month> |
| **Project** | | **Monthly Critical Risk Review Results** | | | |
| **Circumstances** | | **Last Safety Audit Result** | | | |
| **Classification** | | **Total No of Potential Critical Incidents** | | | |

| (a) Date of Incident | (b) Incident Reported | (c) Incident Published on Synergy | (d) Investigation Completed | (e) Corrections Assigned | (f) Corrections Implemented |
|---|---|---|---|---|---|
| | | | | | |

| **Description of Event** |
|---|
| |

| | |
|---|---|
| **Immediate Actions (within 48 hours)** | 1.<br>2.<br>3. |
| **Who from BU Management attended the Project** | 1.<br>2. |
| **Investigation findings/root causes of event** | • |
| **Actions to address root causes and prevent reoccurrence here or elsewhere** | • |

Image

*Image caption*

| **Summary of progress made since last report to address remaining open actions** | **All actions complete (Y/N)** | **If No, who is responsible to complete** |
|---|---|---|
| • | | |

# 8 Management of Quality

## Quality Management Performance Indicators

| | Construction Lot Closure | | Management of NCR's | |
|---|---|---|---|---|
| **Project Name** | **Project percentage of lots closed** | **Project percentage of lots open after 60 days** | **Project percentage of NCR's not closed after 30 days** | **Cost of non-conformance to CPB in the reporting period** |
| | > 75% of lots created have been verified and closed | <10% of open lots are older than 60days | <10% of open NCR are older than 30days | Total period cost (including estimated) to Project after any recoverable costs |
| *e.g. Logan Expansion Project* | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## Quality Risks

| | |
|---|---|
| **Top 3 Risks** | 1.<br>2.<br>3. |
| **Management Strategy for Top 3 Risks** | 1.<br>2.<br>3. |

# 9 Quality Class 1 Nonconformance Reports

| | |
|---|---|
| **Business Unit** | |
| **Total No of Project Class 1 NCR YTD** | |
| **Class 1 NCR Classification** | Class 1 NCR; Cost>$50k OR Time>5days |

## Monthly Summary of Class 1 Nonconformance Reports

| Project ID | Date of NCR | NCR Reference Number | Brief Description | Estimated / Final Cost to CPB | Investigation Type Assigned | Corrective Actions | Status |
|---|---|---|---|---|---|---|---|
| | | | | | e.g. ICAM, Significant incident review, Class 1 investigation | | Open / Closed |
| | | | | | | | Open / Closed |
| | | | | | | | Open / Closed |

# 10Safety Leadership Heat Map

Year: _____

Reporting Period: _____

| | | | | ONE HSE CULTURE | | | | | | | | | | | | | | PEOPLE FIRST | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Conduct a project leadership visit with a focus on One HSE Culture and / or Critical Risk Management | | Attend a BU Forum and/or Project Forum to discuss One HSE Culture to support the program | | Lead / Attend and participate in a Subcontractor safety forum and demonstrate support for the One HSE Culture program | | Attend and participate in a Pre-Start Briefing and a Toolbox Talk | | Review Safety Corrective Action Register in Synergy to ensure actions are closed on time | | Monitor and review SHEQ trends (critical risk reviews, incidents, hazards, observations, inspections, audits etc) & develop improvement initiatives | | Conduct a One HSE Culture Survey and develop improvement actions | | Identify and recognise either a Project / Team / Individual / initiative for excellence in safe work outcomes | | Open BaTLE training sessions or have SLT delegate open | | Visit a Project if a Class 1P incident occurs to provide leadership and support | |
| Business Unit | Role | Person's Name | Project Name | Conducted | Target | Attended | Target | Conducted / Attended | Target | Attended | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target |
| | General Manager | | | | 12/yr | | 1/yr | | | | | | Mthly | | | | | | 1/yr | | 50%* | | In 7 days* |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | BU SHEQ Mgr | | | | 6/yr | | | | 2/yr | | | | | | | | | | 2/yr | | | | |
| | BU Functional Mgr (HR, Finance,Pre-Contracts Mgr etc) | | | | 2/yr | | 1/yr | | | | | | | | | | | | 1/yr | | | | |
| | Project Director | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |

| | | | | CRITICAL RISK | | | | | | | | | | | | | | | | | | | | SYSTEMS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Attend a Monthly Critical Risk Review with a Project Director / Manager | | Completed / Conduct / Participate in a Project Manager Monthly Critical Risk Reviews | | Review Project Manager Critical Risk Review Reports and provide feedback to the Project Manager | | Monitor BU / Project Critical Risk Review compliance and support improvement initiatives to address performance trends | | With Operations Managers, conduct a review of BU SHEQ information (critical risk reviews, observations, inspections, incidents, hazards, audits etc) and develop initiatives to improve performance | | Monitor, review, and facilitate update Project Risk Register based on Project Scope / Risk / Events | | Develop a schedule that ensures a SHEQ resource conducts a Business Unit Critical Risk Review on each project | | Present Class 1P Incident Investigation Report Reviews to the BU GM | | Review Class 1P Incident Investigation Reports | | Review Class 2A / P Incident Investigation Reports to understand key learnings / actions required | | Conduct a Compliance Audit | |
| *Business Unit* | *Role* | *Person's Name* | *Project Name* | Conducted/ Attended | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target |
| | *General Manager* | | | | 1/yr | | | | Mthly | | Mthly \| ≥ 85% | | | | | | | | | | AR | | | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *BU SHEQ Mgr* | | | | | | 2/yr | | | | | | Qtly | | | | 2/P/Y | | | | | | | | 1/P/Y |
| | BU Functional Mgr (HR, Finance,Pre-Contracts Mgr etc) | | | | | | | | | | | | | | | | | | | | | | | | |
| | *Project Director* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |

| Instructions: | | |
|---|---|---|
| BU is required to submit the performance data of their respective GM, Ops Managers, BU SHEQ Managers & Project Leaders | Please fill in the yellow cells and colour according to the Legend opposite. | Note: All data must be based on YTD Performance. |

| Legend: | | | | |
|---|---|---|---|---|
| 1/mth=1 per month<br>1/yr = 1 per year<br>2/yr = 2 per year<br>4yr = 4 per year<br>6/yr = 6 per year | 12/yr = 12 per year<br>1/q = 1 per quarter<br>75%* = 75% of # per year<br>AR = as required<br>1/Proj = 1 per project | In 7 days = Visit within 7 days of incident<br>1/P/Y = 1 per project per year<br>2/P/Y = 2 per project per year (1 every 6 months) | Not Required | ≥80% of expectation / performance standard |

# 11 Sign Off

**General Manager:**

| *Name* | *Signature* | *Date* |
|---|---|---|

# CPB Contractors MDs Monthly Health and Safety Dashboard for May 2020

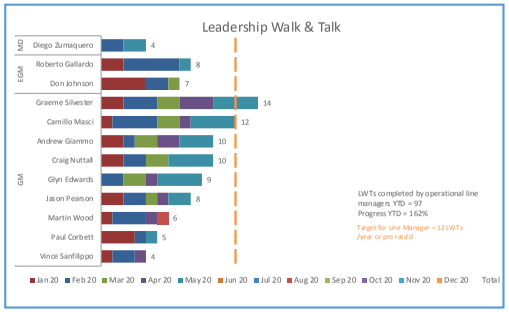
CIMIC

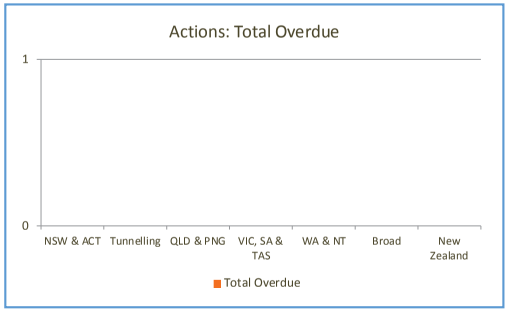
| Lead Indicators | Target | NSW / ACT | TUN | QLD / PNG | VST | WA / NT | BROAD | NZ | CPB |
|---|---|---|---|---|---|---|---|---|---|
| **Critical Risk Management**<br>1. Project Managers Critical Risk reviews<br>2. Business Unit conduct 2 Critical Risk Reviews per project per annum | > 90% Mth | 100% | 100% | 100% | 100% | 90% | 100% | 100% | 99% |
| | 100% YTD | 100% | - | - | - | 100% | 100% | 100% | 100% |
| **Audit Schedule**<br>Business Unit Audits completed as per schedule and measured as % completion against approved plan | 90% Mth | 100% | - | 0% | 0% | 0% | 100% | 0% | 38% |
| **Incident Management**<br>General Manager's visit Projects within 7 days of a PC 1 | 100% Mth | - | - | - | - | - | - | 100% | 100% |
| **Action Management**<br>1. General Manager's review corrective actions monthly and validate extensions of time<br>2. Actions closed on time | < 10% Mth | 4% | 5% | 1% | 6% | 1% | 0% | 0% | 3% |
| | > 80% Mth | 100% | 91% | 99% | 84% | 98% | 83% | 86% | 93% |
| **Engagement**<br>1. Conduct project sub-contractor forums<br>2. General Manager to conduct Leadership Walk & Talks | 1 /Project/Qtr (YTD) | 14 | 0 | 6 | 18 | 7 | 15 | 3 | 100% |
| | 12 / year (YTD) | 14 | 13 | 4 | 10 | 10 | 12 | 5 | 162% |

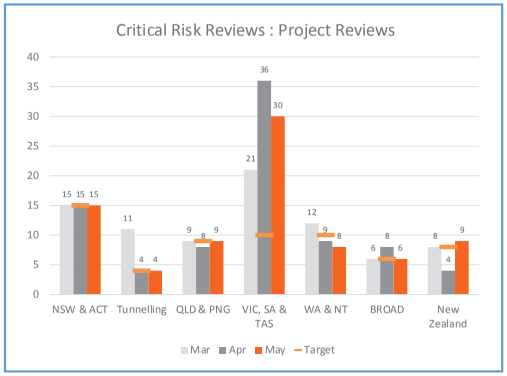
| Lag Indicators | Target | NSW / ACT | TUN | QLD/ PNG | VST | WA/ NT | BROAD | NZ | CPB |
|---|---|---|---|---|---|---|---|---|---|
| **Actual Class 1 Events**<br>No. of Fatalities or PD Injuries | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Potential Class 1 Events**<br>No. of PC1s | - | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| **Recordable Injuries**<br>No. of Fatalities, PD, LTIs, RWIs, MTIs | - | 5 | 6 | 1 | 5 | 0 | 1 | 1 | 19 |
| **3mth TRIFR <12mth TRIFR**<br>3M RIs / 3M Hours x 1,000,000 | 2.4 | 3.4 | 5.6 | 1.7 | 3.2 | 2.1 | 5.5 | 1.8 | 3.2 |
| **12mth TRIFR**<br>12M RIs / 12M Hours x 1,000,000 | 2.4 | 3.2 | 4.1 | 3.1 | 1.9 | 2.6 | 2.4 | 2.7 | 2.8 |
| **Health & Safety Legal Matters**<br>No. of H&S Notices, Prosecutions, Breaches | 0 | 0 | 0 | 8 | 5 | 0 | 6 | 0 | 19 |

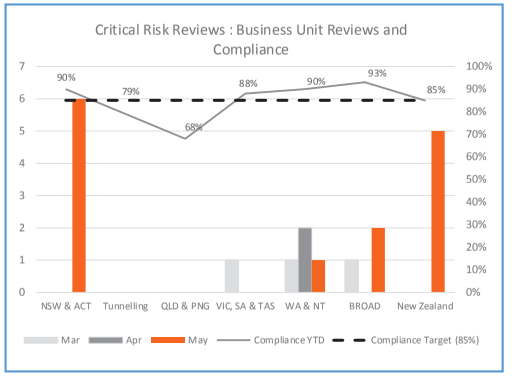
## Monthly Summary

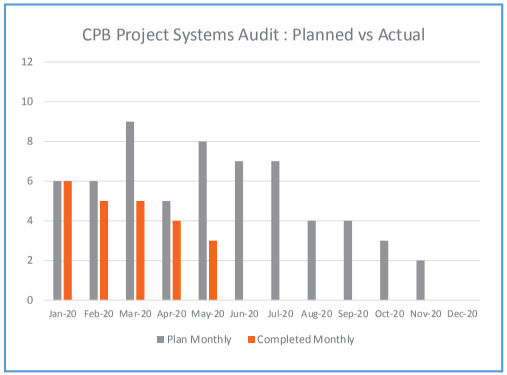
- **COVID-19** – Significant leadership and business focus continues towards managing the risks associated with COVID-19;
- **Critical Risk Management** – A key and remaining focus for 2020 will be the ongoing validation of works 'Planned vs Actual' against CPB Safety Essential requirements. Leaders are encouraged to continue to actively seeking out and act on early warning signals around critical risk.
- **Overdue actions** – There were no overdue actions at month end. Action management remains a strong focus and the level of engagement and monitoring has been significant;
- **Actions closed on time** – Action plan management is currently 93% for the Business, against a target of 80%;
- **Audit Schedule Compliance** – Audit scheduling and completion against the adjusted schedule is currently 38% (3/8) for the Business with a number of audits rescheduled for May 2020. A review of the 2020 PSA Schedule is currently underway due to impacts of COVID-19.
- **Engagement / Project Subcontractor Forums** – Completion remains solid across the Business;
- **PC1 FR** – This rate currently sits at 0.5 against our target of 0.5;
- **TRIFR** – This rate is currently 2.8 against a target of 2.4. Hands & finger lacerations contribute significantly to our recordable injuries.

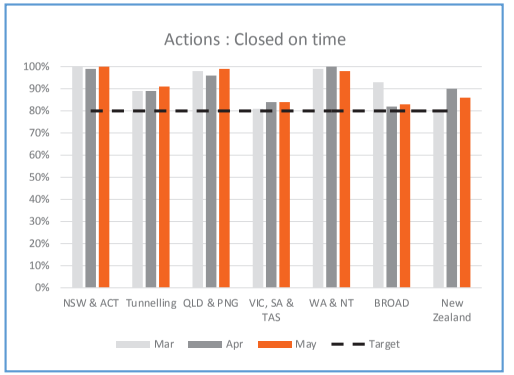


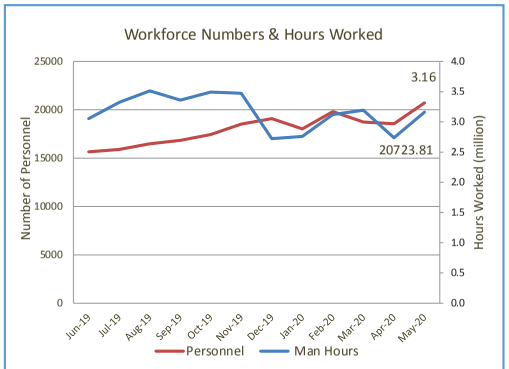



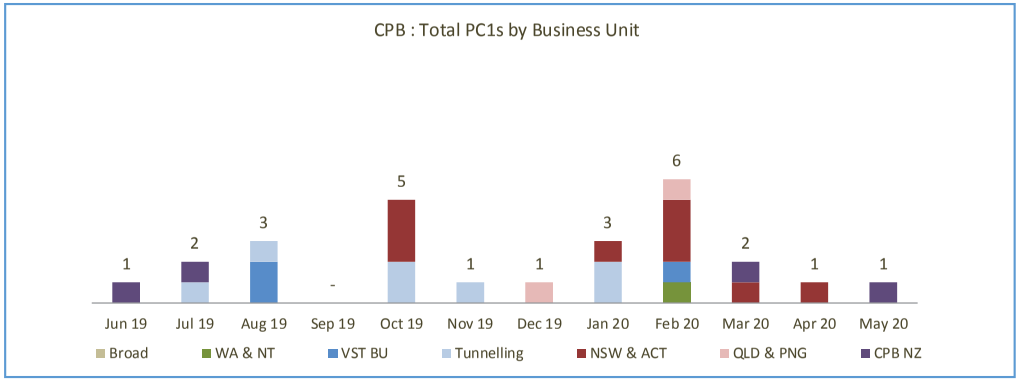



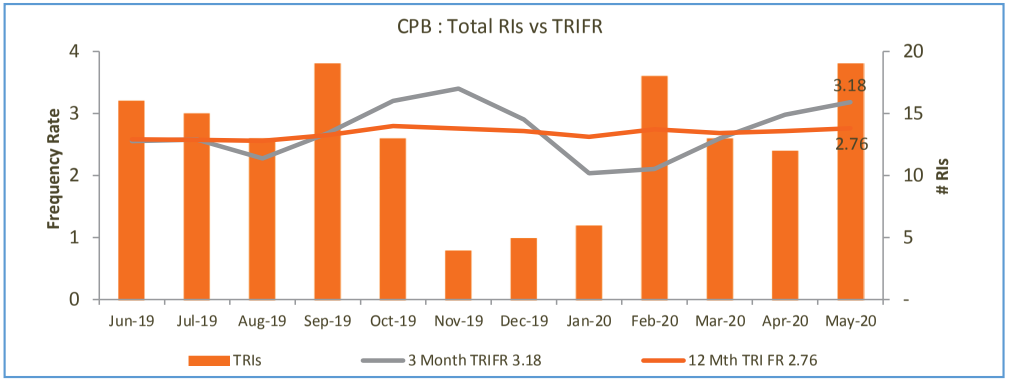



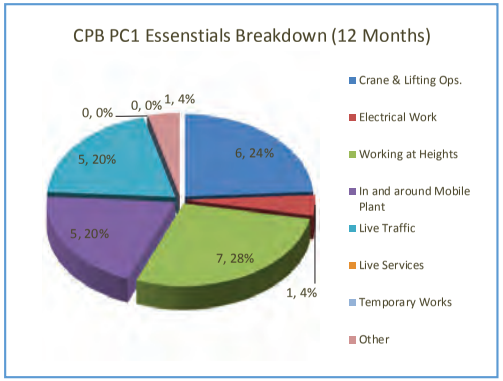

## Workforce Numbers and Hours Worked

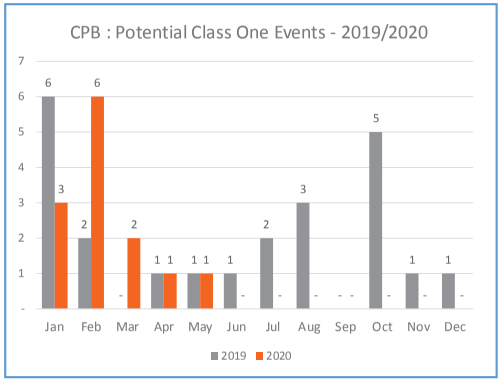
| | Workforce No. | Hours Worked |
|---|---|---|
| Employee | 6,274 | 1,339,451 |
| Contractor | 14,450 | 1,846,993 |
| Total | 20,724 | 3,186,444 |
| Broad | 480 | 115,533 |
| WA & NT | 1,255 | 311,274 |
| Tunnelling | 2,356 | 413,648 |
| VIC, SA & TAS | 3,436 | 754,430 |
| NSW & ACT | 7,280 | 745,571 |
| QLD & PNG | 2,098 | 378,80 |
| NZ | 3,596 | 415,666 |

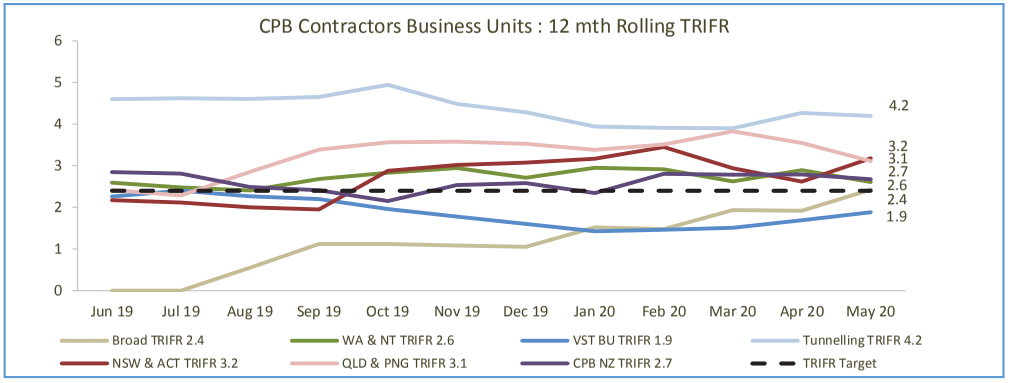
# CPB Contractors MDs Monthly Health and Safety Dashboard for May 2020



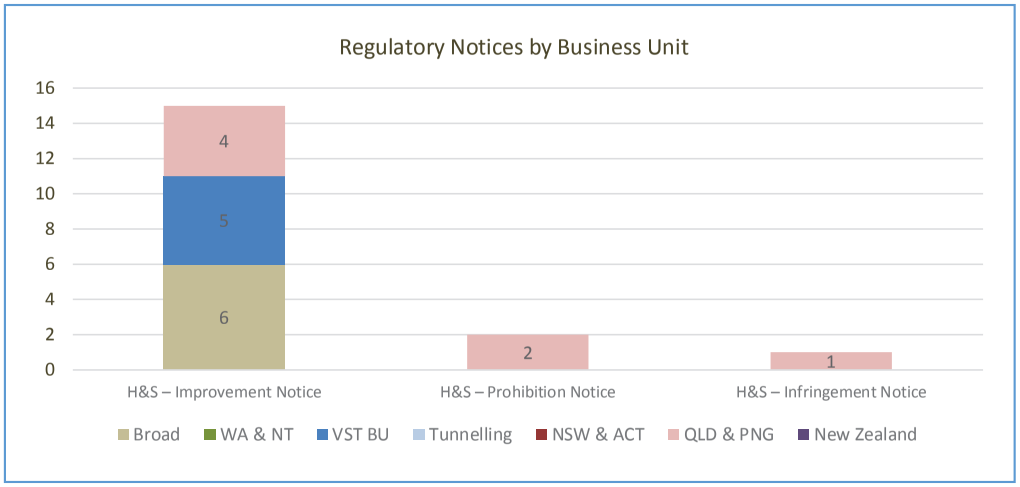




## Actual Class 1 and Potential Class 1 (PC1) Event Summary

| Date | Project | Description |
|---|---|---|
| 28/5 | SCI Project | Articulated Dump Truck Rollover (Ejector Type) |




## Recordable Injury Summary

| Date | Classification | Project | Description |
|---|---|---|---|
| 1/5 | MTI | New M5 | A worker received laceration to head from contact with low hanging cable tray. |
| 4/5 | MTI | RAAF Base Willamtown | A worker received laceration to forearm from a tile whilst tapping ceiling tiles. |
| 6/5 | MTI | West Gate Tunnel | A worker received laceration to finger while fixing diablos. |
| 14/5 | MTI | The Northern Road 5 & 6 | A worker received laceration to finger from a trip whilst manoeuvring a tracked rock crusher using remote control. |
| 15/5 | LTI | New M5 | A worker experienced pain in the lower back whilst operating a bobcat. |
| 16/5 | LTI | CCEC NZ | A worker received fractures to lower leg after a pile of plasterboard fell. |
| 18/5 | MTI | New M5 | A worker received laceration to hand whilst using a retractable knife. |
| 18/5 | RWI | Sydney Metro 2 | A worker felt pain in right elbow whilst using an airleg drill. |
| 19/5 | MTI | M80NS Upgrade | A worker received laceration to eyebrow whilst making a controlled turn to enter the vehicle. |
| 20/5 | MTI | Sydney Metro 2 | A worker received laceration between thumb and forefinger whilst cutting membrane with a hook knife. |
| 20/5 | MTI | Cross River Rail TSD Roma | A worker received laceration to hand from contact with a piece of glass. |
| 25/5 | MTI | Rozelle Interchange 3B | A worker received fracture to thumb from being struck by hammer. |
| 25/5 | MTI | Campbelltown Hosp | A worker received laceration to lip after making contact with ladder rung. |
| 25/5 | MTI | Woolgoolga to Ballina | A worker received sutures to mouth as a result of being struck from an entangled chain hook. |
| 26/5 | LTI | Parramatta Light Rail | A worker received pain in lower back whilst performing manual handing. |
| 26/5 | MTI | ICSSSC Dutton Park | A worker received laceration to lower leg from impact with formwork structure. |
| 26/5 | MTI | West Gate Tunnel | A worker receive laceration to hand whilst trying to remove blade from road saw. |
| 27/5 | MTI | Rail Infrastructure Alliance | A worker receive laceration to forearm whilst feeding steel bar through beam cages. |
| 28/5 | LTI | West Gate Tunnel | A worker received laceration to finger whilst cutting plywood using circular saw. |

# Quarterly Safety and Quality Performance Review

Business Unit: Insert BU here
Reporting Period: Insert Qtr & Year here

# Contents


| | | |
|---|---|---|
| 1 | Process | 3 |
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| 3 | Summary of Class 1P Events during period | 4 |
| 4 | Safety Critical Risks | 5 |
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# 1 Process

Quarterly Safety & Quality Performance Review is due from the Executive General Manager (EGM) / General Manager (GM) to Managing Director (MD) according to the following table.

| | |
|---|---|
| **Month Close (Synergy Closes)** | • 1st working day |
| **Synergy Data Available** | • 4th working day |
| **Business Units Compile Quarterly Safety Performance Review Report** | • Maximum 3 days to compile report and submit to EGM |
| **Quarterly Safety Performance Review Report submitted to EGM** | • 1 week prior to quarterly safety review meeting |
| **Business Unit issue signed Quarterly Safety Performance Review Report to Corporate SHEQS**<br>Note: BU to provide unsigned version if signed version not available | • 6 days prior to the quarterly safety review meeting |
| **Quarterly Safety Performance Review Report due to MD**<br>(issued by Corporate SHEQS) | • 4 days prior to the quarterly safety review meeting |

# 2 Performance Summary

| **Achievements/Milestones** (Maximum of 5 to be listed) | **Issues/Challenges** (Maximum of 5 to be listed) |
|---|---|
| | |

# 3 Summary of Class 1P Events during period

| Event Description & Date | Causal Factors | Remedial Actions |
|---|---|---|
| | | |
| | | |
| | | |

# 4 Safety Critical Risks

*List the top risks identified within your area that were the key focus over the quarter.*
***NOTE: Maximum of 5 Risks are to be listed.***

| Risk | Key controls currently in place, including discussion of effectiveness | Planned improvement strategies |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

# 5 Business Unit Safety & Health Plan (3 Concrete Actions)

*Provide a summary of initiatives currently in progress with planned completion dates.*

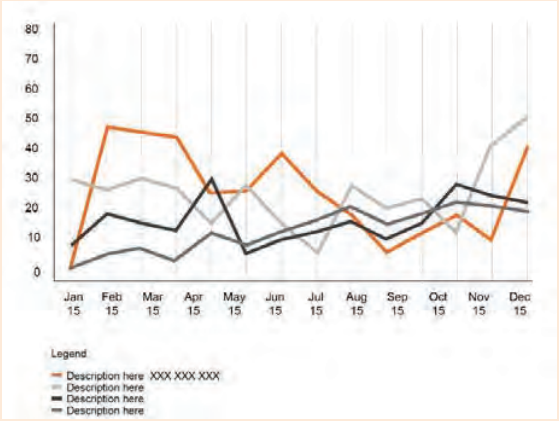
| CPB Key Focus Area | Business Unit Action | Progress of Action |
|---|---|---|
| **Embedment of the ONE HSE Culture** | | |
| | | |
| | | |

# 6 Safety Lead Indicators – Leadership

| Focus | Indicator | Target | Conducted/ performed during the month | Performance YTD |
|---|---|---|---|---|
| Critical Risk Management | Project Managers conduct a Critical Risk Review (CRR) monthly | >90% of Project Manager's CRR conducted | | • |
| | Business Unit conduct 2 CRR's / Project / annum | 100% of Business Unit CRR conducted | | • |
| | Business Unit CRR percentage compliance | >85% compliance | | • |
| | General Managers review BU CRR's and provide feedback to the PM | 90% individual feedback to the project team by their GM on the CRR's | | • |
| Audit Schedule | Number of project safety audits completed as a % of audits scheduled<br>(1 audit / project / annum) | >90% of safety audits completed against the scheduled plan | | • |
| | General Managers review project safety audit reports and provide feedback to the PM | 90% individual feedback to the PM from the GM on the result of the safety audit | | • |
| Action Management | General Managers review safety actions monthly and validate any extensions of time | <10% of timeframes are revised calculated as revised safety actions/total safety actions due during period | | • |
| | | >80% of all safety actions raised are completed. Calculated as safety actions closed on time/safety actions due during period | | • |
| Incident Management | GM's visit a Project when a PC 1 (or greater) has occurred to support the PM & investigation | GM's visit projects where a PC 1 (or greater) has occurred within 7 days | | • |
| Training | No. of Staff attending Safety Leadership Training program | Number of staff identified have been trained | | • |

| Focus | Indicator | Target | Conducted/ performed during the month | Performance YTD |
|---|---|---|---|---|
| Engagement | Conduct One HSE Culture Survey's | At least 1 / Project / year | | • |
| | Conduct subcontractor forums on projects | 1 per Project / quarter | | • |
| | GM's to conduct Safety Leadership Walk & Talks | 12 / year | | • |

### Leadership Walk & Talks




*(Note: Group can support the BU in the development of all graphs)*

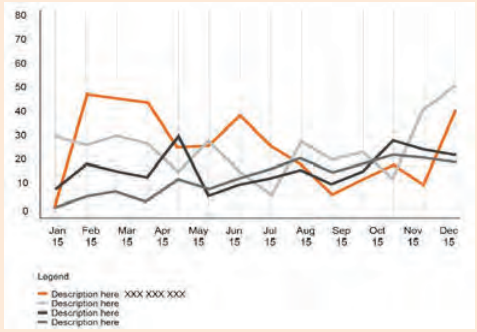
Quarter __ 201_

| Project | Mth | Mth | Mth |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

### Comments

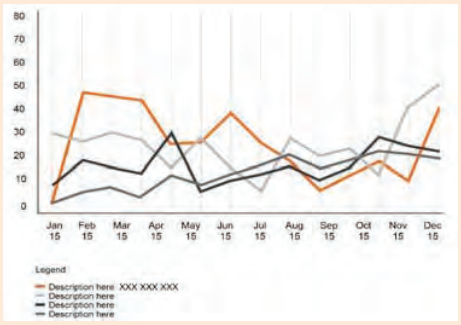
## Audits

### All Audits (Planned v Actual)



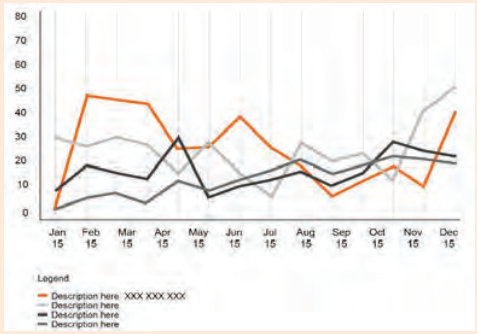

(Note: Group can support the BU in the development of all graphs)

### H&S Systems Audits



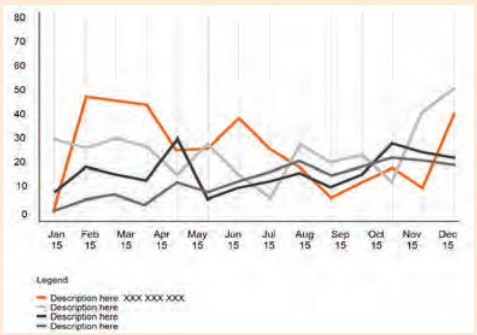

(Note: Group can support the BU in the development of all graphs)

### Critical Risk Reviews




(Note: Group can support the BU in the development of all graphs)

### External Audits




(Note: Group can support the BU in the development of all graphs)

## Audits – cont'd

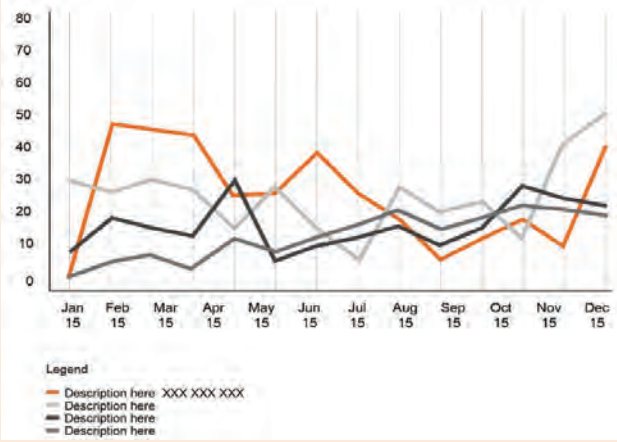
Quarter _ 201_

| Project/ Business Unit | Mth | | Mth | | Mth | | YTD | |
|---|---|---|---|---|---|---|---|---|
| | Planned | Actual | Planned | Actual | Planned | Actual | Planned | Actual |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

**Comments**
*(E.g. Audits planned vs actual, quality of audits, audit outcomes, examples of any best practices and/or improvement opportunities/trends identified from audits).*

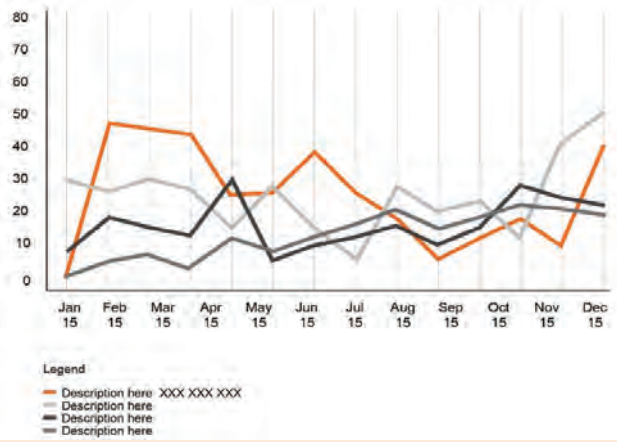
## Actions

**Overdue Actions by Month**




(Note: Group can support the BU in the development of all graphs)

**Actions by Type: Proactive v Reactive – Q_ 201_**




(Note: Group can support the BU in the development of all graphs)

**Comments**
*(E.g. Reasons for overdue actions, use of hard vs soft controls, examples of engineering controls that have been implemented).*

# 7 Safety Lag Indicators

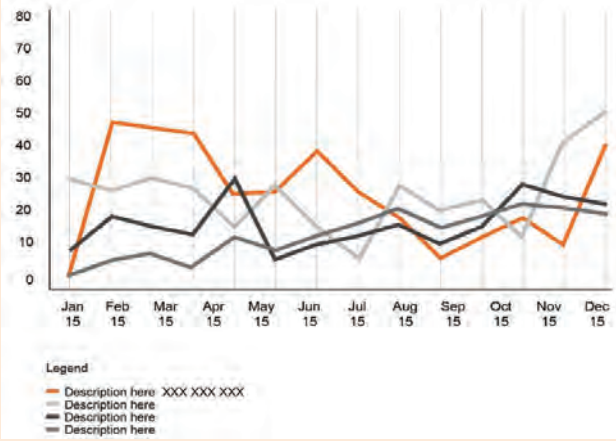
| Focus (12mth rolling) | Indicator | Target | Result |
|---|---|---|---|
| **PC 1 Frequency Rate** | Number of PC 1 Events | • <.52 / 1,000,000 Hours worked | |
| **TRIFR** | TRIFR – number of recordable injuries | • <2.4 / 1,000,000 Hours worked | |
| **Severity Rate** | Severity – length of time off because of a workplace injury | • <11 / 1,000,000 Hours worked | |
| **Environmental Impacts** | Number of reportable environmental events (significant environmental events which require reporting to the respective regulator) | • Zero reportable environmental events | |

# 8 Regulatory Notices

| **Date** | **Business Unit / Project** | **Regulator** (e.g. SafeWork) | **Notice Type** (Improvement, Infringement, Prohibition) | **Details of Notice** | **Action Taken** | **Status** (Open / Closed) |
|---|---|---|---|---|---|---|
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |
| | | | • | • | | |

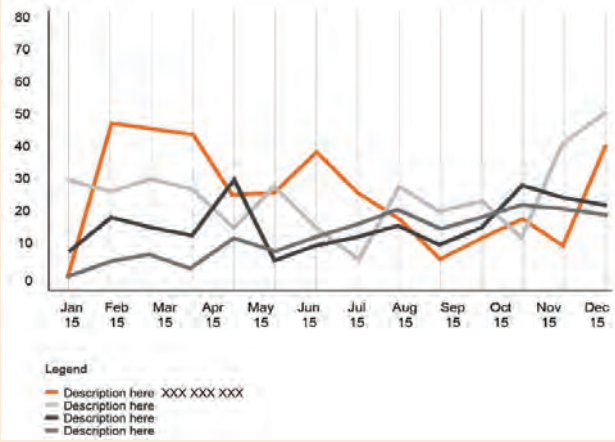
# 9 Incident Summary

### Recordable Injuries




(Note: Group can support the BU in the development of all graphs)

### High Potential Incidents




(Note: Group can support the BU in the development of all graphs)

### Comments

# 10 Safety Leadership Heat Map

Year: _____

Reporting Period: _____

| | | | | ONE HSE CULTURE | | | | | | | | | | | | | | PEOPLE FIRST | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Conduct a project leadership visit with a focus on One HSE Culture and / or Critical Risk Management | | Attend a BU Forum and/or Project Forum to discuss One HSE Culture to support the program | | Lead / Attend and participate in a Subcontractor safety forum and demonstrate support for the One HSE Culture program | | Attend and participate in a Pre-Start Briefing and a Toolbox Talk | | Review Safety Corrective Action Register in Synergy to ensure actions are closed on time | | Monitor and review SHEQ trends (critical risk reviews, incidents, hazards, observations, inspections, audits etc) & develop improvement initiatives | | Conduct a One HSE Culture Survey and develop improvement actions | | Identify and recognise either a Project / Team / Individual / initiative for excellence in safe work outcomes | | Open BaTLE training sessions or have SLT delegate open | | Visit a Project if a Class 1P incident occurs to provide leadership and support | |
| Business Unit | Role | Person's Name | Project Name | Conducted | Target | Attended | Target | Conducted / Attended | Target | Attended | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target |
| | General Manager | | | | 12/yr | | 1/yr | | | | | | Mthly | | | | | | 1/yr | | 50%* | | In 7 days* |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | Ops Manager | | | | 12/yr | | | | 2/yr | | 1/mth (each) | | | | | | | | 2/yr | | | | |
| | BU SHEQ Mgr | | | | 6/yr | | | | 2/yr | | | | | | | | | | 2/yr | | | | |
| | BU Functional Mgr (HR, Finance,Pre-Contracts Mgr etc) | | | | 2/yr | | 1/yr | | | | | | | | | | | | 1/yr | | | | |
| | Project Director | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |
| | Project Manager | | | | 12/yr | | | | 1/q | | 1/mth (each) | | Mthly | | Mthly | | 2/yr | | 1/mth | | | | |

| | | | | CRITICAL RISK | | | | | | | | | | | | | | | | | | | | SYSTEMS | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Attend a Monthly Critical Risk Review with a Project Director / Manager | | Completed / Conduct / Participate in a Project Manager Monthly Critical Risk Reviews | | Review Project Manager Critical Risk Review Reports and provide feedback to the Project Manager | | Monitor BU / Project Critical Risk Review compliance and support improvement initiatives to address performance trends | | With Operations Managers, conduct a review of BU SHEQ information (critical risk reviews, observations, inspections, incidents, hazards, audits etc) and develop initiatives to improve performance | | Monitor, review, and facilitate update Project Risk Register based on Project Scope / Risk / Events | | Develop a schedule that ensures a SHEQ resource conducts a Business Unit Critical Risk Review on each project | | Present Class 1P Incident Investigation Report Reviews to the BU GM | | Review Class 1P Incident Investigation Reports | | Review Class 2A / P Incident Investigation Reports to understand key learnings / actions required | | Conduct a Compliance Audit | |
| *Business Unit* | *Role* | *Person's Name* | *Project Name* | Conducted/ Attended | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target | Conducted | Target |
| | *General Manager* | | | | 1/yr | | | | Mthly | | Mthly \| ≥ 85% | | | | | | | | | | AR | | | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *Ops Manager* | | | | | | 2/yr | | | | | | | | | | | | | | | | AR | | |
| | *BU SHEQ Mgr* | | | | | | 2/yr | | | | | | | | | | 2/P/Y | | | | | | | | 1/P/Y |
| | BU Functional Mgr (HR, Finance,Pre-Contracts Mgr etc) | | | | | | | | | | | | | | | | | | | | | | | | |
| | *Project Director* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |
| | *Project Manager* | | | | | | 1/mth | | | | | | | | 6/mthly | | | | AR | | | | | | |

| Instructions: | | |
|---|---|---|
| BU is required to submit the performance data of their respective GM, Ops Managers, BU SHEQ Managers & Project Leaders | Please fill in the yellow cells and colour according to the Legend opposite. | Note: All data must be based on YTD Performance. |

Legend:

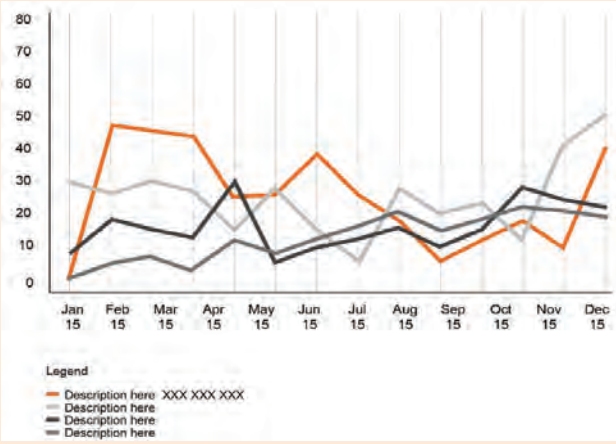
| | | | | |
|---|---|---|---|---|
| 1/mth=1 per month<br>1/yr = 1 per year<br>2/yr = 2 per year<br>4yr = 4 per year<br>6/yr = 6 per year | 12/yr = 12 per year<br>1/q = 1 per quarter<br>75%* = 75% of # per year<br>AR = as required<br>1/Proj = 1 per project | In 7 days = Visit within 7 days of incident<br>1/P/Y = 1 per project per year<br>2/P/Y = 2 per project per year (1 every 6 months) | Not Required | ≥80% of expectation / performance standard |

# 11 Quality Indicators

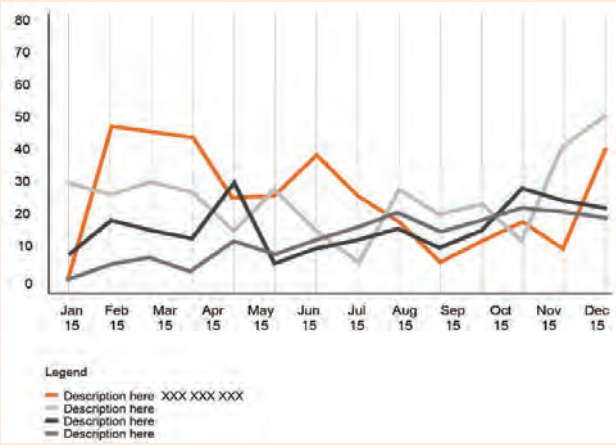
## Quality Management Performance Indicators

Line charts showing change over time for project Quality performance indicators (one data line per project)

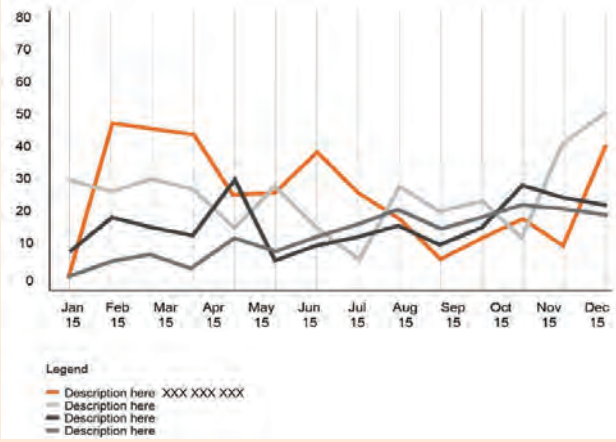
### Project % of lots closed by month



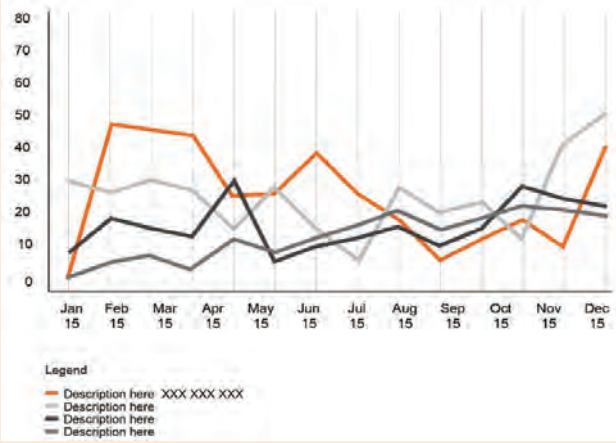

### Project % lots open > 60 days




### Project % NCR > 30 days




### Project NCR costs



| Focus | Indicator | Target | Project Name | Reviewed or Not Applicable |
|---|---|---|---|---|
| **Review of Building Products Register** | General Manager or delegate must review compliance of their project's selected building products | One review per project each Quarter | | |
| | | | | |
| | | | | |

# 12 Summary of Class 1 NCR during period

| Project, NCR Description & Date | Estimated / Final Cost to CPB | Corrective Actions & Status |
|---|---|---|
| | $ | |
| | | |
| | | |

# 13 Sign Off

**Executive General Manager:**

| Name | Signature | Date |
|---|---|---|

# Minutes

## MD HEALTH AND SAFETY REVIEW Q4 2019
## QLD/PNG, NSW/ACT, MAJOR PROJECTS

**Meeting Date:** 28 February 2020

**Meeting Location:** Executive Meeting Room
Level 18 177 Pacific Highway
North Sydney NSW 2060

**Meeting Host:** Diego Zumaguero

**Attendees:** Diego Zumaguero (DZ)
Don Johnson (DJ)
Graeme Silvester (GS)

| Previous Actions | Action Required | Responsible | When |
|---|---|---|---|
| 1. Nil | | | |

**ITEM MINUTES**

**1. Opening –** Meeting opened at 9:30 am (AEDST)

**2. Managing Director Opening**

- Continuous improvement in lead indicator performance with October and November that all business units achieved 100% compliance.
- A 48% improvement in PC1s and continued reduction in their TRFIR.
- Shutdown and re-start, reduction in recordable injuries and Class 1P events. Strong planning focus, though not all GM's completed LWT's in December.
- Discussion on Class 1P events in February.

| | | |
|---|---|---|
| **Action** | Engage with all GM's and PD's on large projects, to discuss current Class 1P trend and resolve what action will be taken. Focus should be applied to operational discipline. | **DJ** |

**3. Critical Risk Management - Three Top Performing Projects**

- APLNG, Sydney Metro, Nepean
- Interested client, stable teams who have been together for a long time.
- Actively drive safety.

**4. Critical Risk Management - Three most challenging Projects**

- M5 and looking forward, Cross River Rail, Western Sydney Airport and Linewide.
- M5 to be completed mid-year, maintain and increase the focus on safety. Project has undertaken many initiatives in safety.
- Cross River Rail is working under difficult prevailing conditions with high levels of interest from Government, Unions and Worksafe. Frequent Worksafe visits focussed on compliance. Demolition seen as a risk, not our area of expertise.
- Western Sydney Airport has focus due to the number of heavy vehicle movements and interactions. Regular visits to focus on heavy plant and controls.
- Linewide has focus due to the interface risks and multiple work locations. Linewide leader has recently been changed and new Safety manager is to be appointed.

| | | |
|---|---|---|
| **Action** | To reinforce line management accountability for health and safety, ensure health and safety staff on M5, to report into the line and not into the function. | **DJ** |
| | Conduct a "Fresh Eyes" review of M5 using the Critical Risk Review Template as a guide to validate current controls. Also examine the construction program to finish and ensure that the Project has planned upcoming tasks and identified the controls required. | **DJ** |

**5. Health & Safety Performance**

- Class 1P events continue to occur around the business and remain a top focus with unplanned works continuing to be a large contributor.
- Standard of Class 1P investigations and actions to prevent reoccurrence needs to be a continuing focus.
- TRIFR increases within the QLD / PNG and NSW / ACT are trending up.
- Discussion on NSW/ACT not meeting their leading indicators for January.

**6. Governance**

- Not discussed, to be focus area at next quarterly review.

**7. Focus areas for 1st half of 2020**

- Simplify Safe Work Method Statements. **DJ**
- Improve visibility and implementation of leadership leading indicators. **DJ**
- Focus on Cross River Rail. **DJ**

| | | |
|---|---|---|
| **Action** | Provide regular updates on Damstra implementation to EGM's. | **GS** |
| | Provide Synergy mobility options | **GS** |

**8. Close –** Meeting Closed 11.30am (AEDST)

## MD HEALTH AND SAFETY REVIEW Q4 2019
## WA/NT, VIC/SA/TAS, NZ, BROAD

**Meeting Date:** 2 March 2020

**Meeting Location:** Executive Meeting Room
Level 18 177 Pacific Highway
North Sydney NSW 2060

**Meeting Host:** Diego Zumaguero

**Attendees:** Diego Zumaguero (DZ)
Roberto Gallardo (RG)
Graeme Silvester (GS)

| Previous Actions | Action Required | Responsible | When |
|---|---|---|---|
| 1. Nil | | | |

**ITEM MINUTES**

**1. Opening –** Meeting opened at 2:20 pm (AEDST)

**2. Managing Director Opening**

- Continuous improvement in lead indicator performance with October and November that all business units achieved 100% compliance.
- A 48% improvement in PC1s and continued reduction in their TRFIR.
- Shutdown and re-start, reduction in recordable injuries and Class 1P events. Strong planning focus, though not all GM's completed LWT's in December.
- Discussion on Class 1P events in February.

| | | |
|---|---|---|
| **Action** | Hold a teleconference with all GM's and PD's on large projects, to discuss current Class 1P trend and resolve what action will be taken. Focus should be applied to operational discipline. | **RG** |

**3. Critical Risk Management - Three Top Performing Projects**

- South Flank, Westgate Bridge Painting
- Interested client, high risk activities.
- Actively drive and reinforce safety.

**4. Critical Risk Management - Three most challenging Projects**

- Robe Valley, Westgate Tunnel Project, Monash and M80 projects along with Christchurch Convention Centre.
- Robe Valley is a complex Brownfield site with multiple contractors and large numbers of heavy plant.
- Westgate Tunnel Project has high traffic flows and soil contaminants and high levels of interest from Government, Unions and Worksafe.
- Monash Freeway and M80 have large volumes of traffic.
- Christchurch Convention Centre have many temporary works and workers do not respect Exclusion Zones.

| | | |
|---|---|---|
| **Action** | Schedule a meeting of Construction Managers, Traffic Managers and SPE's involved in traffic to ensure a consistent standard is applied across Monash, M80, Westgate Tunnel Projects. | **RG** |
| | Require General Managers of all Business Units to have a weekly telephone call on Health and Safety attended by the Project Leaders and the Safety Lead. Using the Victorian approach as the standard. | **RG** |

**5. Health & Safety Performance**

- Class 1P events continue to occur around the business and remain a top focus with unplanned works continuing to be a large contributor.
- Standard of Class 1P investigations and actions to prevent reoccurrence needs to be a continuing focus.
- TRIFR increases within the QLD / PNG and NSW / ACT are trending up.
- Discussion on New Zealand not meeting their leading indicators for January.

**6. Governance**

- Not discussed, to be focus area at next quarterly review.

**7. Focus areas for 1st half of 2020**

- Support and finalise the research being conducted by the WA/NT Business Unit into the identification of technology to provide at grade separation of people and plant. The technology needs to be efficient, effective and cost efficient. **RG**
- Improve visibility and implementation of leadership leading indicators. **RG**

| | | |
|---|---|---|
| **Action** | Provide regular updates on Damstra implementation to EGM's. | **GS** |

**8. Close –** Meeting Closed 4.25 pm (AEDST)

## Sanfilippo, Vince

**From:** Kiepe, Nathan [redacted]
**Sent:** Thursday, 12 December 2019 10:21 AM
**To:** Carrigan, Colin; Gallardo, Roberto; Johnson, Don; McKenzie, Stuart - CPB; Nolan, Andrew; Wallace, Jean-Paul; Pearson, Jason; Edwards, Glyn; Giammo, Andrew; Masci, Camillo; Sanfilippo, Vince; Wood, Martin; Corbett, Paul; Nuttall, Craig; Maytom, David; Jackson, David; Smith, William; Large, Andrew
**Cc:** Burton, Paul; Hannaford, Gareth; Cassidy, Michael; Johnson, Kieth; Jamieson, Joshua; Summers, Andrew; Carter, Lorene; Pavlich, Steve; Credaro, Chris; Pugsley, Brian; McLennan, Guy; Burton, David; Jones, Peter; Naoum, John; Baker, Keith; Jegatheesan, Senthil; Pittaway, Kelie; Fox, David; Wolters, Rocky; Hollister, Javan; Souris, Nicholas; Adamsas, Natasha; Samaras, Michael; Jacobs, Mark; Santamaria, Juan; Silvester, Graeme; Hoarau, Karen; Laing, Mike; David Bond
**Subject:** Potential Class 1P SHE Flash Alert | 10 December 2019 | QLD - Cross River Rail (TSD - Woolloongabba Tunnel) - Exposure To Fall From Height Risk (15 metres) Bored Piling Operations
**Attachments:** CPB Class 1P SHE Flash Report - QLD - Cross River Rail Project (Woolloongabba Tunnel) - Exposure To Fall From Height Risk (15 metres) Bored Piling Operations.pdf; CPB SE Concertina Card - Work At Heights.pdf

All,

The attached CPB SHE Flash Report relates to **Potential Class 1** incident that occurred on Tuesday 10th December 2019, on our Cross River Rail Project at the TSD - Woolloongabba Tunnel in QLD.

**What Happened?**

- During bored pile operations, a CBGU engineer observed a contractor geotechnical engineer enter a designated exclusion zone without appropriate fall prevention control measures in place.
- This act exposed the contractor geotechnical engineer to a potential fall risk down into the bored pile hole.
- The pile hole was 750mm in diameter and 15 metres deep.
- The work activity was stopped immediately and the exposed worker exited the exclusion zone.
- All piling activities stopped pending review of work process and control measures.

**Action**

Please distribute and discuss this CPB SHE Flash Report at relevant Project Management Meetings and Toolbox Talks to further inform personnel about the incident and discuss **CPB Safety Essential requirements for Working At Heights**.

Please encourage ***Everyone*** to:

- ***Understand the hazards*** and take time to make sure that all controls are in place before and during any work;
- ***Follow the rules*** and familiarise themselves with the way that the job has been planned;
- ***Speak up*** if the controls identified are not working as planned; and
- ***Get involved*** and contribute to every safety discussion.

Keeping people safe is our absolute priority and the most important thing that we do.

Regards,

**Nathan Kiepe**
Group Manager, Safety & Health

CPB CONTRACTORS

520 Wickham Street, Fortitude Valley, QLD 4006,
**T** [redacted] **M** [redacted]
**E** [redacted]
cpbcon.com.au

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## Sanfilippo, Vince

**From:** Burton, David [redacted]
**Sent:** Thursday, 12 December 2019 10:30 AM
**To:** QLD&PNG BU SHEQ Distribution List
**Subject:** FW: Potential Class 1P SHE Flash Alert | 10 December 2019 | QLD - Cross River Rail (TSD - Woolloongabba Tunnel) - Exposure To Fall From Height Risk (15 metres) Bored Piling Operations
**Attachments:** CPB Class 1P SHE Flash Report - QLD - Cross River Rail Project (Woolloongabba Tunnel) - Exposure To Fall From Height Risk (15 metres) Bored Piling Operations.pdf; CPB SE Concertina Card - Work At Heights.pdf

Morning All,

Please see below / attached 1P Flash Alert from a recent event.

**Action**
Please distribute and discuss this CPB SHE Flash Report at relevant Project Management Meetings and Toolbox Talks to further inform personnel about the incident and discuss **CPB Safety Essential requirements for Working At Heights**.

Regards

**David Burton**
Safety Manager, Qld & PNG

CPB CONTRACTORS

520 Wickham Street, Fortitude Valley, QLD, 4006,
**M** [redacted]
E [redacted]

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---

**From:** Kiepe, Nathan <Nathan.Kiepe@cpbcon.com.au>
**Sent:** Thursday, 12 December 2019 10:21 AM

**Subject:** Potential Class 1P SHE Flash Alert | 10 December 2019 | QLD - Cross River Rail (TSD - Woolloongabba Tunnel) - Exposure To Fall From Height Risk (15 metres) Bored Piling Operations

All,

The attached CPB SHE Flash Report relates to **Potential Class 1** incident that occurred on Tuesday 10th December 2019, on our Cross River Rail Project at the TSD - Woolloongabba Tunnel in QLD.

**What Happened?**

- During bored pile operations, a CBGU engineer observed a contractor geotechnical engineer enter a designated exclusion zone without appropriate fall prevention control measures in place.

- This act exposed the contractor geotechnical engineer to a potential fall risk down into the bored pile hole.
- The pile hole was 750mm in diameter and 15 metres deep.
- The work activity was stopped immediately and the exposed worker exited the exclusion zone.
- All piling activities stopped pending review of work process and control measures.

**Action**

Please distribute and discuss this CPB SHE Flash Report at relevant Project Management Meetings and Toolbox Talks to further inform personnel about the incident and discuss **CPB Safety Essential requirements for Working At Heights**.

Please encourage ***Everyone*** to:

- ***Understand the hazards*** and take time to make sure that all controls are in place before and during any work;
- ***Follow the rules*** and familiarise themselves with the way that the job has been planned;
- ***Speak up*** if the controls identified are not working as planned; and
- ***Get involved*** and contribute to every safety discussion.

<u>Keeping people safe is our absolute priority and the most important thing that we do.</u>

Regards,

**Nathan Kiepe**
Group Manager, Safety & Health

CPB CONTRACTORS

520 Wickham Street, Fortitude Valley, QLD 4006,
**T** [redacted] **M** [redacted]
**E** [redacted]
cpbcon.com.au

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## Sanfilippo, Vince

**From:** Kiepe, Nathan [redacted]
**Sent:** Friday, 17 April 2020 4:41 PM
**To:** Gallardo, Roberto; Johnson, Don; Carrigan, Colin; McKenzie, Stuart - CPB; Nolan, Andrew; Wallace, Jean-Paul; Pearson, Jason; Edwards, Glyn; Giammo, Andrew; Masci, Camillo; Sanfilippo, Vince; Wood, Martin; Corbett, Paul; Nuttall, Craig; Maytom, David; Jackson, David; Smith, William; Large, Andrew; Ward, Iain; Sowry, Brendan; Mulhall, Adrian
**Cc:** Burton, Paul; Hannaford, Gareth; Cassidy, Michael; Johnson, Kieth; Jamieson, Joshua; Summers, Andrew; Carter, Lorene; Credaro, Chris; Pugsley, Brian; McLennan, Guy; Burton, David; Nash, Mick; Jones, Peter; Naoum, John; Baker, Keith; Jegatheesan, Senthil; Fox, David; Wolters, Rocky; Hollister, Javan; Souris, Nicholas; Adamsas, Natasha; Samaras, Michael; Jacobs, Mark; Stuart, James; Bower, Elissa; Hoarau, Karen; Chambers1, Karen; Di Lizia, Grace; Randolph, Marie; Silvester, Graeme; Diego Zumaquero; Trent Blackburn; David Bond
**Subject:** Potential Class 1 Event Notification | 17 April 2020 | NSW - Nepean Hospital Project - Non Powered Elevating Work Platform Tips Over With Worker In Basket
**Attachments:** CPB Class 1P SHE Flash Report - NSW - Nepean Hospital - Non-Powered Elevating Work Platform Tips Over With Worker In Basket - 17042020.pdf; CPB Concertina Card Work at Heights.pdf

All,

The attached Event Notification relates to a **Potential Class 1** incident that occurred on Friday 17 April 2020, at the Nepean Hospital Project in NSW.

**Incident Summary**

- A non-powered Elevating Work Platform (EWP) tipped over with a worker in the basket, at approx. 3m height, whilst installing a façade prototype.

**What Happened?**

- During the process of installing a façade prototype, a worker was utilising a non-powered Elevating Work Platform (EWP), elevated to approx. 3m in height, to install fixings with a battery drill.
- Whilst installing the fixings, the non-powered EWP has tipped over with the worker in the basket.
- Initial information indicates that the EWP may have become out-of-level when the worker applied force to the battery drill and façade to install a fixing.
- The EWP was positioned parallel to the façade on a level slab with a timber edge protection installed around the perimeter.
- The worker sustained injuries to the left shoulder and ribs. First aid was applied at the scene before the worker was transported to hospital via ambulance.

**Action**

Please distribute and discuss this Event Notification at relevant Project Management Meetings and Toolbox Talks to further inform personnel about the incident and discuss **CPB Safety Essential** requirements for **Working At Heights** using **Elevating Work Platforms**.

Please encourage ***Everyone*** to:

- ***Understand the hazards*** and take time to make sure that all controls are in place before and during any work;
- ***Follow the rules*** and familiarise themselves with the way that the job has been planned;
- ***Speak up*** if the controls identified are not working as planned; and
- ***Get involved*** and contribute to every safety discussion.

Keeping people safe is our absolute priority and the most important thing that we do.

Regards

**Nathan Kiepe**
Group Manager, Safety & Health

CPB CONTRACTORS

520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted]
**E** [redacted]
cpbcon.com.au

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**Sanfilippo, Vince**

**From:** Silvester, Graeme [redacted]
**Sent:** Friday, 29 May 2020 3:38 PM
**To:** Zumaquero, Diego
**Cc:** Wallace, Jean-Paul; Johnson, Don; Gallardo, Roberto; Nolan, Andrew; Carrigan, Colin; McKenzie, Stuart - CPB
**Subject:** Weekly SHE Report and MD PC1 Update for W/E 28/05/2020
**Attachments:** Weekly Safety Performance Report - week ending 27052020.xlsx; CPB Contractors Pty Ltd Improvement Notice 2002613.pdf; CPB Prohibition Notice 1023329.pdf; CPB Improvement Notice 2003751.pdf; 200529 - SHE Flash Report TG 40T CAT Ejector ADT Roll Over.docx; 20200528 MD PC1 Update - 2020 to YTD.PPTX

Hi Diego,

Please find the following documents attached:
1. Weekly Recordable Injury Report for the week ending the 28th May 2020.
2. MD PC1 update. Please note that where new information has been recorded it has been coloured in **green**.

**This week, we have recorded the following incidents:**

**Class 1 Incidents**
- Class 1A incidents: 0
- Class 1P incidents: 1

**Details**

Transmission Gully Project, New Zealand. A CAT 40t ejector-type Articulated Dump Truck (ADT) had been placing rock fill for a 1:1.5 fill edge. The operator of the ADT positioned into the fill where there was no earth bund. The front left wheel drove over the fill edge resulting in the ADT rolling 180 degrees. The ADT operator remained in the seat (seat belt on). No injuries occurred. (See attached Flash Report).

**Class 2 Incidents**
- Lost Time Injuries: 0
- Restricted Work Injuries: 1
- Medical Treatment Injuries: 6

**Details**

Lost Time Injury
- New Zealand – Christchurch Hospital –Worker received lower leg fractures after some stacked sheets of plasterboard fell over– 16/05/2020

Restricted Work Injury
- QLD & PNG – Cross River Rail TSD – Worker received laceration to finger whilst preparing for oxy acetylene cutting – 20/05/2020

Medical Treatment Injuries

- Tunnelling – Sydney Metro 2 – Worker received laceration to hand from a hook knife whilst cutting membrane – 20/05/2020
- Tunnelling – Rozelle Interchange – Workers received fracture to thumb from being struck by hammer – 25/05/2020
- New South Wales – Campbelltown Hospital – Worker received laceration to chin from contact with ladder rung – 25/05/2020
- New South Wales – Woolgoolga to Ballina – Worker received laceration to lip whilst lifting a chain hook out of a box – 25/05/2020
- Victoria – West Gate Tunnel – Worker received laceration to hand whilst removing blade from a road saw – 26/05/2020
- Victoria – Rail Infrastructure Alliance – Worker received laceration to forearm from contact with steel bar – 27/05/2020

Regulatory Notices

| **Date** | **Business Unit / Project** | **Regulator** (e.g. SafeWork) | **Notice Type** (Improvement, Infringement, Prohibition) | **Details of Notice** | **Action Taken** | **Status** (Open / Closed) |
|---|---|---|---|---|---|---|
| 26.05.2020 | QLD, CRR – Roma St Station<br><br>CPB Contractors | WHSQ Inspector: Anthony Lackey (No.431) | Improvement – No. I2002613 | Failure to ensure so far as is reasonably practicable the workplace is maintained so as to allow for persons to enter and exit and to move about without risk to health and safety both under normal and emergency conditions. | Yes | Closed |
| 20.05.2020 | QLD, CRR – Woolloongabba<br><br>CPB Contractors | WHSQ Inspector: Anthony Lackey (No.431) | Prohibition – No. P1023329 | Failure to ensure so far as is reasonably practicable the provision and maintenance of safe systems of work. Two inspectors in the accompany of CPB representatives observed a worker on foot walk cross the live hall road and into the station box area. A moxy bulk dump truck had entered the station box shortly after, this worker and another worker didn't have two on person, there was no delineated/ separation/ isolation controls implemented at the time. | Yes | Pending Closure |
| 20.05.2020 | QLD, CRR – Woolloongabba<br><br>CPB Contractors | WHSQ Inspector: James Ross (No.1722) | Improvement – No. I2003751 | Observed photographed noted a worker a drilling into concrete without any controls in place to manage workers being exposed to respirable crystalline silica. A person conducting a business or undertaking that includes the carrying out of high risk construction work must, before high risk | Contested – Pending Review | Contested – Pending Review |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | construction work commences, ensure that a safe work method statement for the proposed work is prepared. | | |

**During May, we have recorded the following incidents:**

- Class 1A incidents: 0
- Class 1P incidents: 1

Recordable Injuries

- Lost Time Injuries: 1
- Restricted Work Injuries: 1
- Medical Treatment Injuries: 13
- Permanent Disabilities: 0

**2020 YTD, we have recorded the following incidents:**

- Class 1A incidents: 0
- Class 1P incidents: 13

Recordable Injuries

- Lost Time Injuries: 11
- Restricted Work Injuries: 6
- Medical Treatment Injuries: 47
- Permanent Disabilities: 0

Regards

**Graeme Silvester**
General Manager, SHEQ & Sustainability

CPB CONTRACTORS

Level 6, HQ South Tower 520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted]
**E** [redacted]
cpbcon.com.au

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# Manage and Report SHE Incidents

## Purpose

This procedure describes how to respond, classify and report Safety, Health and Environment (SHE) incidents on a project.

## Procedure

### 1 Respond to Incident

*Accountability: Worker*

- Where safe to do so, take action to prevent further injury
- Give first aid to injured workers.
- Notify the Supervisor as soon as possible.
- Notify emergency service providers, if required.

*Accountability: Supervisor*

- Ensure the incident area is safe.
- Take all actions according to the Project Emergency Response Plan and/or administer any first aid if required
- Notify the Project Manager and Project SH Manager / Project Environment Manager as soon as possible.

*Accountability: Project SH Manager / Project Environment Manager*

- Confirm the Project Manager has been notified.
- If the incident appears to be a Class 1A, Class 1P or Notifiable Incident:
  - Advise the Supervisor to barricade the area and restrict access.
  - Contact Employee Assistance Program (EAP).
    - Determine if counselling is necessary and arrange if required, advise workers.
  - Advise the Supervisor to arrange drug and/or alcohol testing.
  - Obtain statements from witnesses to the incident.
  - Take measurements, photographs and/or videos.
  - Initiate medical assessment and treatment of injured workers.
  - Gather sufficient information to complete entry into Synergy.

### 2 Classify Incident

*Accountability: Project Manager*

- Classify the incident to determine the incident notification requirements
    - Refer to Knowledge: Synergy Event Classification Matrix
- If the incident is likely to be a Safety and Health Class 1 or Class 1P or an Environment Level 1 or 2:
    - Initial notification must be made to the BU SHEQ Manager within 2 hours; and
    - A Flash Report must be prepared and sent to the BU SHEQ Manager within 24 hours.
        - Refer to Tool: SHE Flash Report

*Accountability: BU SHEQ Manager*

- After being notified of any incident that is likely to be a Safety and Health Class 1, 1P or an Environment Level 1 or 2:
    - Notify the BU GM and the GM SHEQ immediately;
    - Inform the CPB Legal team; and
    - As soon as it is received, send a copy of the Flash Report to the BU GM and GM SHEQ.

## 3 Notify Internal Stakeholders

*Accountability: Responsible Manager*

- Notify internal stakeholders within the required timeframe.
    - Refer to Knowledge: SHE Incident Notification Criteria

## 4 Commence Investigation

*Accountability: Project Manager*

- Commence incident investigation
    - Refer to Procedure: Investigate SHE Incidents

Note: Where an incident results in the activation of the Emergency Response Plan, a De-Brief must be conducted to evaluate the effectiveness of the emergency response. Records of that Debrief must be documented. Actions from the De-Brief must be tracked.

    - Refer to Procedure: Plan for Emergencies

*Accountability: Operations Manager*

- Consult with the BU General Manager to assess the need to deem the event as a crisis.
    - Refer to Procedure: Manage a Crisis

## 5 Notify External Organisations

*Accountability: Project Manager (or Corporate Management)*

- Determine if external notification is required upon confirmation of classification.
    - Refer to Knowledge: SHE Regulatory Notifications Guide

    - Refer to Knowledge: SHE Regulatory Notifications Guide NZ
    - Refer to Knowledge: SHE Incident Classification Criteria
- Advise the relevant BU SHEQ Manager, BU GM and the GM SHEQ if external notification is required be made to the relevant Regulator (Work Health and Safety, Office of the Federal Safety Commissioner, Environment Protection Agency or where applicable, the Office of the National Rail Safety Regulator) and follow directions.

Note: The Office of the National Rail Safety Regulator must be advised of all Category A and B Notifiable Incidents where CPB is the Accredited Rail Infrastructure Manager or Rolling Stock Operator.

    - Refer to Tool: OFSC Incident Report
    - Refer to Tool: ONRSR Notifiable Occurrences Notification Form
- Enter a copy of the external notification into Synergy

# Investigate SHE Incidents

## Purpose

This procedure describes how to investigate Safety, Health and Environment (SHE) incidents on a project and assign corrective actions.

## Procedure

### 1 Determine the Level of Investigation

*Accountability: Project Manager*

- Determine the type of investigation required based on the classification of the incident for the following classifications:
  - Class 2A / 2P (LTI) incident investigations must be completed within 21 days using the Incident Investigation Report with final review by the relevant Business Unit General Manager;
  - Class 2A (RWI & MTI) incident investigations must be completed with 21 days using the Incident Investigation Report with final review by the Project Manager;

Note: There is no requirement to investigate Class 3A, 3P, 4P or 5P incidents unless directed by a relevant regulator or a requirement exists under legislation i.e. Rail Safety National Law.

*Accountability: BU General Manager*

- Determine the type of investigation required for Class 1P incidents
  - Investigations must be completed (approved and uploaded in Synergy) within 14 calendar days using the determined investigation type
    - Refer to Tool: Incident Investigation Report
    - Refer to Tool: Detailed Incident Investigation Report
- Forward final investigation report to the relevant Executive General Manager for review

*Accountability: Executive General Manager*

- Conduct a review of the final incident investigation report

*Accountability: GM SHEQ*

- Require an investigation to be completed into all Class 1A incidents, within 40 calendar days, with final review by the Managing Director.
    - Refer to Knowledge: SHE Incident Notification Criteria
    - Refer to Knowledge: Synergy Event Classification Matrix

Note: Where directed to investigate an incident by a relevant regulator or where a requirement exists under legislation (i.e. Rail Safety National Law), the report must be in the form and within the timeframe specified.

## 2 Appoint Investigation Team

*Accountability: Responsible Manager (as per table)*

- Appoint an investigator (or team) using the table below:

| | Class 1A Incidents | Class 1P (PC1) Incidents | Class 2A / 2P (LTI) Incidents | Class 2A (RWI & MTI) Incidents |
|---|---|---|---|---|
| Appointment of Investigator | GM SHEQ to appoint a lead investigator and supporting team | BU GM to appoint a lead investigator and may appoint a supporting team | PM to appoint an investigator | PM to appoint an investigator |

- Lead Investigators of Class 1A and 1P incidents must have been trained and assessed as competent in root cause analysis by an accredited Registered Training Organisation (AU) or Industry Training Organisation (NZ)
  - ICAM Lead Investigator; or
  - Taproot Incident Investigation
- Investigators of other SHE incidents must hold a relevant competency from an accredited Registered Training Organisation (AU) or Industry Training Organisation (NZ)

## 3 Conduct Investigation

*Accountability: Lead Investigator*

- Undertake investigation to identify the sequence of events, basic cause/s, contributory factors and latent causes.
  - Refer to Knowledge: SHE Principles of Incident Investigation

## 4 Analyse and Organise Findings

*Accountability: Lead Investigator*

- Analyse and assemble factual information gathered during the investigation process.
  - Refer to Knowledge: SHE Principles of Incident Investigation
  - Refer to Knowledge: SHE ICAM Toolkit - ICAM Analysis
- Prepare the relevant Tool:
  - Refer to Tool: Detailed Incident Investigation Report
  - Refer to Tool: Incident Investigation Report
- For Class 1A or Class 1P incidents or as directed by the GM SHEQ prepare a review presentation.
  - Refer to Tool: Significant Incident Review Template

## 5 Identify Corrective Actions

*Accountability: Lead Investigator*

- Review the relevant procedures that were in place when the incident occurred and determine if they were in place, sufficient and operating effectively.
- Make recommendations for corrective actions if a procedure requires review.
- Apply the Hierarchy of Control to determine the corrective actions.
- Ensure corrective actions detail target completion dates and person/s responsible for completing each action
- Document recommendations and submit the incident investigation report to Project Manager and Project SH Manager or Project Environment Manager.

## 6 Review Incident Investigation Report

*Accountability: Project Manager*

- Assess corrective actions in accordance with the hierarchy of control and applicable Essential requirements.
- Approve incident investigation report.

*Accountability: Project SH Manager / Project Environment Manager*

- Enter the completed report and corrective actions into Synergy.

## 7 Implement and Monitor Corrective Actions

*Accountability: Corrective Actions Owner*

- Complete corrective actions in the allocated timeframe.
- Enter verification evidence and comments into Synergy.

*Accountability: Project Manager*

- Use the Just Culture Framework to determine human factors involved in the event:
  - Human Error: an inadvertent action; inadvertently doing other than what should have been done; a slip, a lapse, a mistake.
  - At-Risk Behaviour: a behavioural choice that increases risk where risk is not recognised or is mistakenly believed to be justified.
  - Reckless Behaviour: a behavioural choice that consciously disregards a substantial and unjustifiable risk.

Note: This Just Culture Framework should look at all people involved with or that may have had influence in the event, not merely the last person in the event sequence.

  - o Refer to Knowledge: Just Culture

- Monitor corrective actions to ensure they are closed out in the allocated timeframe.

## 8 Review and Sign-off Synergy

Note: All Class 1P Synergy event records must be completed and submitted for approval within 14 calendar days from the date of the incident.

### 8.1 On Project

*Accountability: Project SH Manager / Project Environment Manager*

- Upload all relevant information into Synergy and sign off the incident record.

*Accountability: Project Manager*

- Review the incident record in Synergy.
- Return to the Project SH Manager / Project Environment Manager for additional action if not satisfied with the investigation or actions otherwise, sign off the incident record.

### 8.2 Off Project

*Accountability: BU Operations Manager*

- Review the incident record and the investigation report with the BU SHEQ Manager, for all Class 2P (LTI) and above, to ensure that:
  - The Root Cause is identified; and
  - Corrective actions have been identified that will prevent recurrence; and
  - The Hierarchy of Controls have been applied correctly; and
- Either:
  - Return the incident record and/or the investigation report to the Project Manager; or
  - Make recommendation to the BU General Manager for sign off.

*Accountability: Business Unit General Manager*

- Review and sign off the incident record in Synergy.

*Accountability: General Manager SHEQ*

- Review the investigation report.
- Discuss the investigation report with the Business Unit SHEQ Manager and if required, return the investigation report.

## 9 Develop SHEQ Lessons Learnt

*Accountability: Project SH Manager / Project Environment Manager*

- Develop SHEQ Lessons Learnt for all Class 1P incidents or higher
  - SHEQ Lessons Learnt must be completed within 21 calendar days from the date of the incident

Note: A SHEQ Lessons Learnt may be developed for developed for other incidents at the discretion of the BU SHEQ Manager.

    - Refer to Tool: SHEQ Lessons Learnt Template
- Confirm content of the SHEQ Lessons Learnt with the Project Manager
- Submit the SHEQ Lessons Learnt to the BU SHEQ Manager

*Accountability: BU SHEQ Manager*

- Review the SHEQ Lessons Learnt submitted by the project and amend or approve as required
- Send approved SHEQ Lessons Learnt to the Group Manager SH and Manager Reporting within 21 calendar days from the date of the incident
- Ensure the SHEQ Lessons Learnt is attached to the relevant event record in Synergy

*Accountability: Group Manager SH*

- Review all SHEQ Lessons Learnt submitted by BU SHEQ Managers
- Publish the SHEQ Lessons Learnt to the intranet
- Distribute the SHEQ Lessons Learnt to relevant stakeholders

Dear Mr Davis

Thank you for your email dated 19 June 2020 and the email you sent earlier today.

I would like to give your client, CPB Contractors Pty Ltd ("CPB"), an opportunity to clarify the following matters arising out of its correspondence to me on 19 June 2020. I would appreciate its written response to these questions within seven (7) days of the receipt of this email:

a. Is the system documentation described as the **Monthly Managing Director SHE Dashboard** the only documentation that CPB has given to its directors, other than the managing director ("MD"), that does, or may, contain information about enforcement notices issued under the *Work Health and Safety Act 2011* ("WHS Act") on the Cross River Rail ("CRR") Project since 30 September 2019?

b. If not, could it please explain what other documentation has been given to these directors that references enforcement notices issued on the CRR Project in any way since 30 September 2019?

c. Is the **Business Unit Quarterly SHEQ Report** and the **Monthly managing Director SHE Dashboard** the only documentation that the MD has received that references enforcement notices issued under the WHS Act on the CRR Project since 30 September 2019?

d. If not could it please describe what other documentation has been given to the MD that references enforcement notices in any way on the CRR Project since that date?

e. Were the 27 notices identified at paragraph 49 c. of your correspondence issued to entities that had a subcontract with CPB at the time of issue of the notices?

f. Please describe the documentation created for the regular meetings referred to at paragraph 90 of your correspondence (e.g. agenda, minutes etc)?

g. Please clarify whether the term "General Manager" at paragraph 90 of your correspondence is actually a reference to the MD?

I have considered CPB's request to cancel the notice I have issued to it under s 155 of the WHS Act and its reasonable cooperation to date by providing the additional information that I have requested. My only reservation has been its compliance with reasonable timeframes for the provision of that information.

I have considered the matters you have raised and have decided to repeal my decision to issue the notice under s 24AA of the *Acts Interpretation Act 1954*. I advise your client accordingly.

I look forward to CPB's prompt reply to provide the additional information I have requested above.

Kind regards
Helen


**Helen Burgess**
Director, Construction Compliance and Field Services
Office of Industrial Relations

P [redacted] M [redacted]
Level 11, 1 William Street, Brisbane QLD 4000
GPO Box 69, Brisbane QLD 4001

Queensland Government



The most important reason for making your workplace safe, is not at work at all.
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[redacted] **Direct**
[redacted] **Mobile**
[redacted] **Fax**
[redacted]
Level 7, 151 Clarence Street, Sydney NSW 2000


**From:** Malcolm Davis
**Sent:** Monday, 29 June 2020 3:23 PM
**To:** Malcolm Davis
**Subject:** 29 June 2020 DRAFT Letter of Helen Burgess 3471-2693-3264 v.gs 3436-3989-4288 v.1

BEWARE OF SCAMMERS:

A sophisticated email scam is targeting law firms and their clients. We have been advised that scammers have intercepted emails with bank account details so they can substitute their own account number.

If you have received an email purporting to be from us with our Bank Account details for the transfer of funds, please confirm these details with us first by contacting the lawyer in charge of this matter by telephone before purporting to make any transfer or deposit of funds into our Bank Account. Otherwise, we accept no responsibility for any loss or damage arising from any electronic transfers or deposits made by you that are not received into our Bank Account.

This email message and any attachments are confidential and may contain legally privileged information. You should not read, copy, use or disclose it without authorisation. If received in error, please contact us at once by return email and then delete all emails and attachments. You should check this email for viruses or defects. Our liability is limited to resupplying any affected message and attachments. Any personal information in this email must be handled in accordance with the Privacy Act 1988 (Cth).

# Minutes of the Meeting
# CPB Contractors – 11 August 2020

**EXTRACT OF THE ABOVE MINUTES**

## Safety, Health and Environment

Mr Silvester spoke to the Safety, Health and Environment report contained in the papers for the meeting.

Mr Silvester provided an update regarding CPB's activities related to Heavy Vehicle National Law (HVNL) compliance.

Mr Silvester advised that updated procedures for planning and management of exclusion and restricted access zones have been rolled out across CPB.

Directors discussed working in and around mobile plant, and technology that could assist with avoiding safety incidents. CPB is currently trialling some of these options, such as Halo technology. From September 2020 a pedestrian proximity detection system will be required around all piling rigs.

Directors discussed the management of COVID-19 risks across sites, including the Stage 4 restrictions in place in Melbourne. Directors also discussed additional technology that could assist in managing COVID-19 risks.

Mr Silvester provided an update regarding safety incidents in Q2 2020.

- Two Potential Class 1 (PC1) events occurred in the quarter and the Significant Incident Reviews for each of these events have been completed and the lessons learned have been communicated.
- In the second quarter there was a 15% reduction in hand and finger injuries. This has been a focus across the business and new training regarding hand and finger safety will be rolled out in Q3 2020.

Directors discussed the Total Recordable Injury Frequency Rate (TRIFR) and emphasised the need to continue to focus on reducing injuries.

Directors discussed quality, including lessons being learnt from other companies and resourcing within the quality team.

Directors discussed preparations for the 2020/2021 restart to ensure safety incidents do not increase during the restart, in particular the effective management of safety during the restart process. A survey has been sent to individuals regarding the 2019/2020 restart to inform the planning for 2020/2021.

Directors discussed how they can increase site visits and safety walks while being mindful of COVID-19 restrictions and risks. Safety walks are now being undertaken virtually and feedback has been positive. More virtual safety walks will be undertaken in coming weeks and directors will look at what sites they can visit given current restrictions.

Directors discussed the Work Health and Safety review undertaken on the Cross River Rail project. 53 Notices were received on the project in the week commencing 3 August 2020; Directors discussed these and proposed remedial actions.

A Federal Safety Audit of Cross River Rail is scheduled for 2nd and 3rd September 2020. The Federal Safety Commissioner advised on 10 August 2020 that the audit will now cover two sites and take two days.

The Managing Director reconfirmed his previous advice that any resources required in relation to Safety would be made available.

The Board **NOTED** the Safety, Health and Environment report.

# CPB Contractors MDs Monthly Health and Safety Dashboard for June 2020

CIMIC

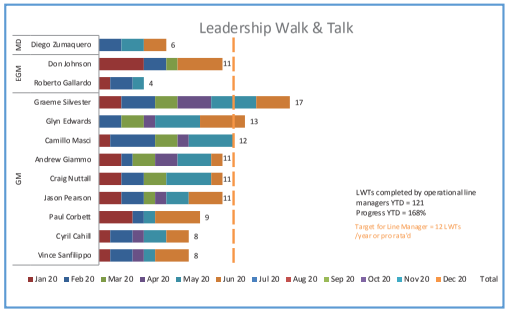
| Lead Indicators | Target | NSW / ACT | TUN | QLD / PNG | VST | WA / NT | BROAD | NZ | CPB |
|---|---|---|---|---|---|---|---|---|---|
| **Critical Risk Management**<br>1. Project Managers Critical Risk reviews<br>2. Business Unit conduct 2 Critical Risk Reviews per project per annum | > 90% Mth | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| | 100% YTD | 100% | - | 100% | - | 100% | 100% | 100% | 100% |
| **Audit Schedule**<br>Business Unit Audits completed as per schedule and measured as % completion against approved plan | 90% Mth | 100% | - | 200% | 100% | 100% | 100% | 200% | 142% |
| **Incident Management**<br>General Manager's visit Projects within 7 days of a PC 1 | 100% Mth | - | - | - | - | - | - | - | - |
| **Action Management**<br>1. General Manager's review corrective actions monthly and validate extensions of time<br>2. Actions closed on time | < 10% Mth | 0% | 5% | 1% | 8% | 0% | 0% | 0% | 2% |
| | > 80% Mth | 98% | 91% | 99% | 89% | 99% | 84% | 98% | 95% |
| **Engagement**<br>1. Conduct project sub-contractor forums<br>2. General Manager to conduct Leadership Walk & Talks | 1 /Project/Qtr (YTD) | 19 | 0 | 9 | 23 | 11 | 19 | 4 | 100% |
| | 12 / year (YTD) | 17 | 17 | 10 | 11 | 11 | 8 | 9 | 168% |

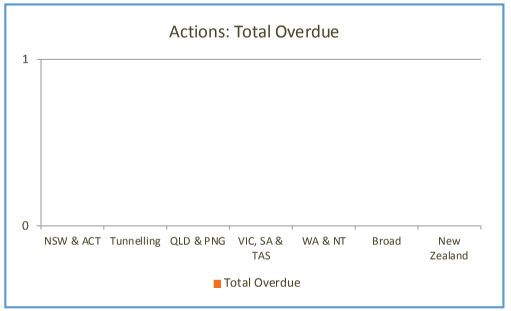
| Lag Indicators | Target | NSW / ACT | TUN | QLD/ PNG | VST | WA/ NT | BROAD | NZ | CPB |
|---|---|---|---|---|---|---|---|---|---|
| **Actual Class 1 Events**<br>No. of Fatalities or PD Injuries | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Potential Class 1 Events**<br>No. of PC1s | - | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Recordable Injuries**<br>No. of Fatalities, PD, LTIs, RWIs, MTIs | - | 4 | 2 | 3 | 2 | 0 | 0 | 0 | 11 |
| **3mth TRIFR <12mth TRIFR**<br>3M RIs / 3M Hours x 1,000,000 | 2.4 | 4.9 | 5.1 | 1.7 | 2.7 | 2.3 | 2.7 | 1.0 | 3.2 |
| **12mth TRIFR**<br>12M RIs / 12M Hours x 1,000,000 | 2.4 | 3.6 | 4.1 | 3.3 | 2.0 | 2.6 | 2.4 | 2.5 | 2.8 |
| **Health & Safety Legal Matters**<br>No. of H&S Notices, Prosecutions, Breaches | 0 | 2 | 0 | 23 | 4 | 0 | 3 | 0 | 32 |

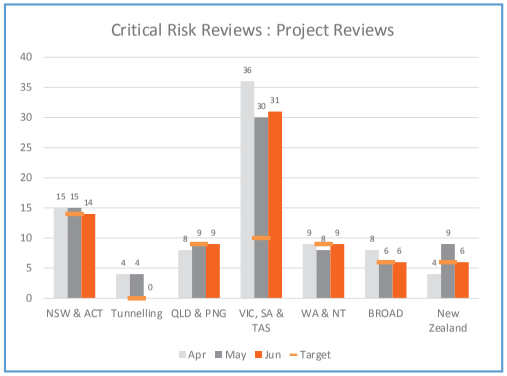
## Monthly Summary

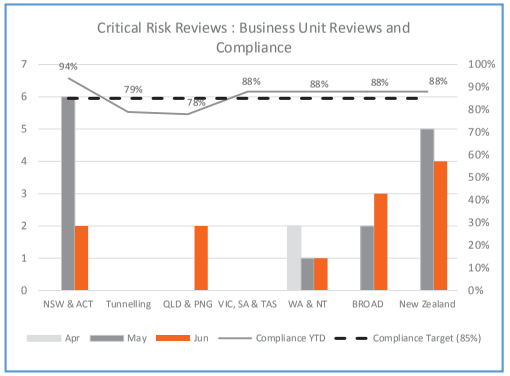
- **COVID-19** – Significant leadership and business focus continues towards managing the risks associated with COVID-19;
- **Critical Risk Management** – A key and remaining focus for 2020 will be the ongoing validation of works 'Planned vs Actual' against CPB Safety Essential requirements. Leaders are encouraged to continue to actively seeking out and act on early warning signals around critical risk.
- **Overdue actions** – There were no overdue actions at month end. Action management remains a strong focus and the level of engagement and monitoring has been significant;
- **Actions closed on time** – Action plan management is currently 95% for the Business, against a target of 80%;
- **Audit Schedule Compliance** – Audit scheduling and completion against the adjusted schedule is currently 142% (10/7) for the Business. Business Units have conducted extra audits to catch up to the outstanding scheduled audits from previous periods.
- **Engagement / Project Subcontractor Forums** – Completion remains solid across the Business;
- **PC1 FR** – This rate currently sits at 0.5 against our target of 0.5;
- **TRIFR** – This rate is currently 2.8 against a target of 2.4. Hands & finger lacerations contribute significantly to our recordable injuries.

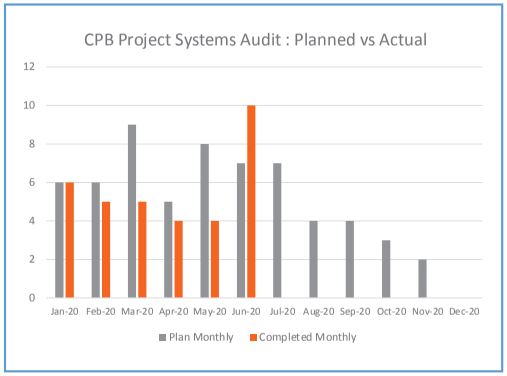
1020

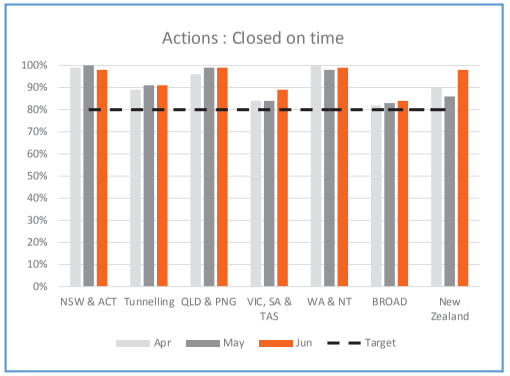


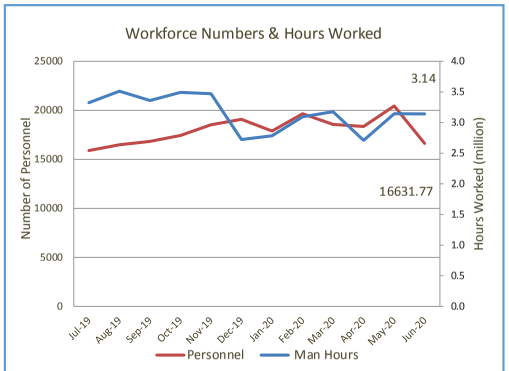



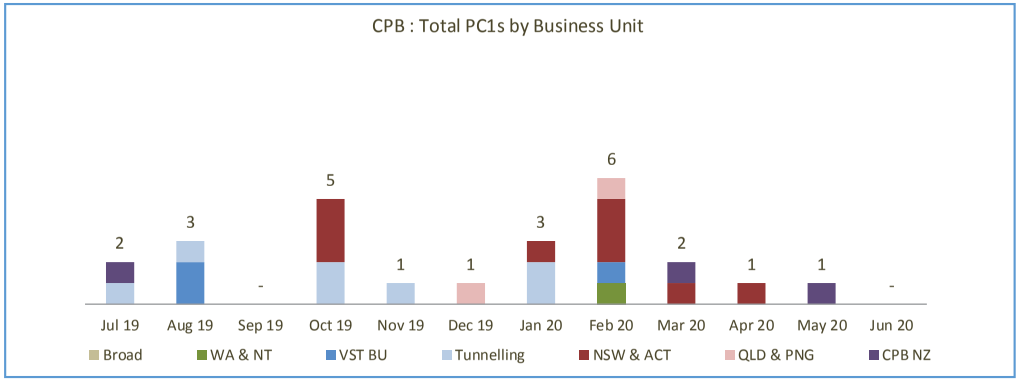



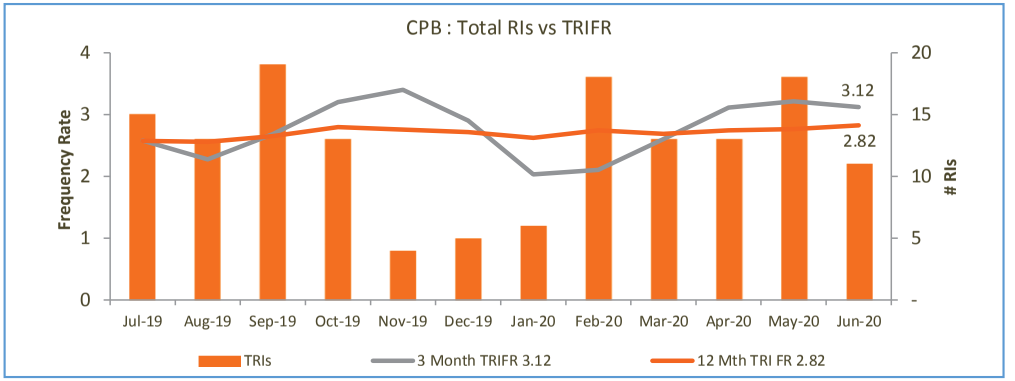



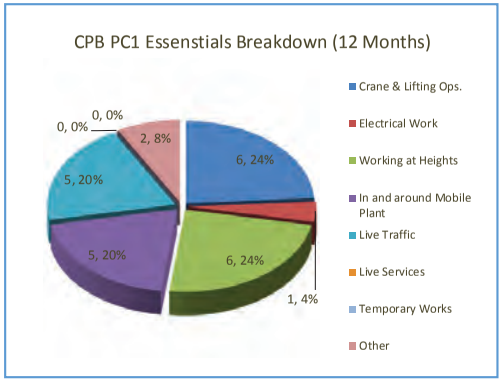

## Workforce Numbers and Hours Worked

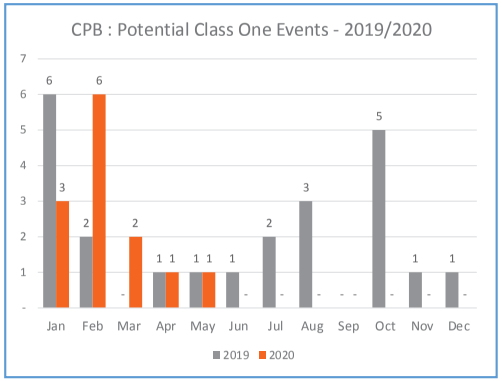
| | Workforce No. | Hours Worked |
|---|---|---|
| Employee | 5,798 | 1,273,527 |
| Contractor | 10,834 | 1,868,040 |
| Total | 16,632 | 3,141,567 |
| Broad | 566 | 144,507 |
| WA & NT | 1,327 | 272,563 |
| Tunnelling | 2,286 | 418,184 |
| VIC, SA & TAS | 3,580 | 743,479 |
| NSW & ACT | 3,295 | 679,950 |
| QLD & PNG | 1,857 | 412,169 |
| NZ | 3,628 | 416,750 |

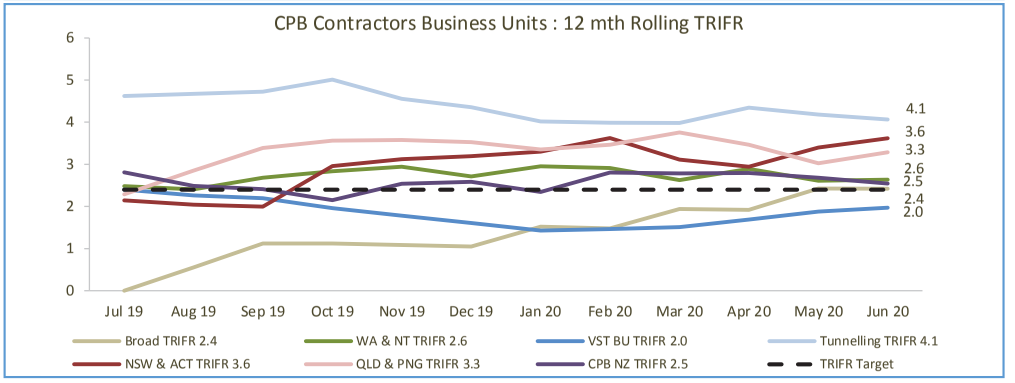
# CPB Contractors MDs Monthly Health and Safety Dashboard for June 2020



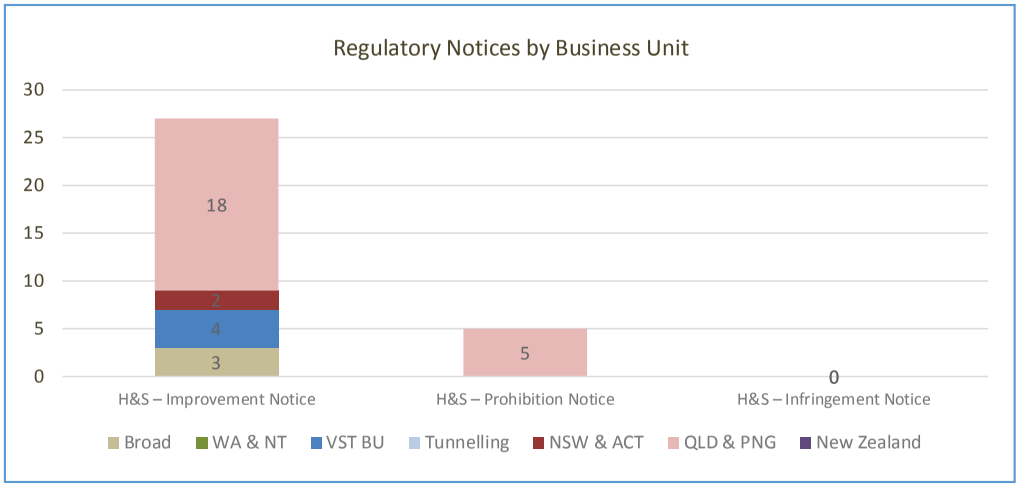




## Actual Class 1 and Potential Class 1 (PC1) Event Summary

| Date | Project | Description |
|---|---|---|
| - | - | Nil |

## Recordable Injury Summary

| Date | Classification | Project | Description |
|---|---|---|---|
| 1/6 | MTI | Coffs Harbour Hosp. | [redacted] |
| 2/6 | MTI | Cross River Rail TSD Boggo | |
| 3/6 | MTI | Junee Correctional Centre | |
| 4/6 | RWI | West Gate Tunnel | |
| 11/6 | MTI | Cross River Rail TSD Roma | |
| 12/6 | RWI | Campbelltown Hosp. | |
| 19/6 | MTI | The Northern Road St 5 & 6 | |
| 22/6 | LTI | Sydney Metro 2 | |
| 27/6 | MTI | Cross River Rail RIS | |
| 28/6 | MTI | Rail Infrastructure Alliance | |
| 30/6 | MTI | Rozelle Interchange 3B | |



## MANAGING DIRECTOR REFLECTIONS

CPB's total recordable injury frequency rate (TRIFR)safety performance increased from 2.58 in Q2 2019 to 2.82 in Q2 2020 against the 2020 target of 2.4. There was an improvement in, however there was an improvement in Potential Class 1 events (3 to 2) in the same period with YTD 2019 11 and YTD 2020 13.

The Executive Leadership Team and GM Safety Steering Committee convened in May to review and discuss learnings from the 2019 Project Shutdown / 2020 Project Restart campaigns in preparation for 2020/2021 with the intent to achieve greater consistency in safety performance across the year as a whole.

CPB have recorded a total 4 confirmed COVID-19 cases for YTD 2020.

## HEALTH & SAFETY BUSINESS PLAN INITIATIVES

### Safe Work Strategy – Focus Area Initiatives – 2020

Due to the impacts of managing the risks associated with COVID-19, a review of remaining focus area initiatives is currently underway to determine business critical items for delivery in 2020.

| Focus Area | Revised Actions |
|---|---|
| **Q3 2020** | • **One HSE Culture** - Develop and release Quarterly Promotion Campaigns (Communication, Standards)<br>• **Critical Risk** - Rollout of 'Manage Exclusion and Restricted Access Zone' training for CPB Projects, including revision and update of Construction Planning and Risk Management documentation.<br>• **Critical Risk** - Communication and monitoring of new CPB safety requirements for scissor-type MEWPs (secondary safety systems).<br>• **Systems** - BU SH Managers and Corp. SHEQ Team to collaborate and populate 'best practice' examples CPB risk management documentation, including;<br>o Principal Project Risk Register<br>o Construction Area Risk Review<br>o Work Pack Risk Assessment<br>• **Systems** – Continued rollout of HVNL General Awareness Training sessions.<br>• **Systems** - Damstra Skills Matrix (new national standard) to be completed and implemented for all CPB Projects.<br>• **Systems** – Release of new Synergy Mobility Apps for Audit and Inspection.<br>• **Systems** - Gap analysis and transition of CPB CMS to AS/NZS ISO 45001:2018. |
| **Q4 2020** | • **Critical Risk** - Enhance the quality of training and education material for critical risk management using visual learning tools and good practice examples.<br>o Critical Risk Videos (APLNG)<br>• **People** – Launch the revised BaTLE Training (V2) via CPB Intranet and promote within CPB BU / Projects.<br>• **Critical Risk** – 2020 Project Shutdown / 2021 Project Restart planning and implementation.<br>• **Systems** – PowerBI performance reporting for SH function at Project, BU, and Corporate levels. |

## Making our safety commitment & leadership more visible

## One HSE Culture:

## Actions completed this quarter

**Behavioural Based Safety Program – One HSE Culture**

Postponed due to the impacts of managing the risks associated with COVID-19.

**Update:** The remaining One HSE Culture campaigns (Standards, Communication) have been finalised and will be released in Q3 2020 for general use within CPB.

## Actions planned for next quarter

**One HSE Culture 2020 Calendar**

**Update:** Rescheduled to Q3 2020 due to the impacts of managing the risks associated with COVID-19.

The CPB Working Party for One HSE Culture will be supporting the CIMIC Group and other OpCo's in the collaborative development of new materials for the One HSE Culture framework including corporate videos, master training programs, and an online portal to share stories.

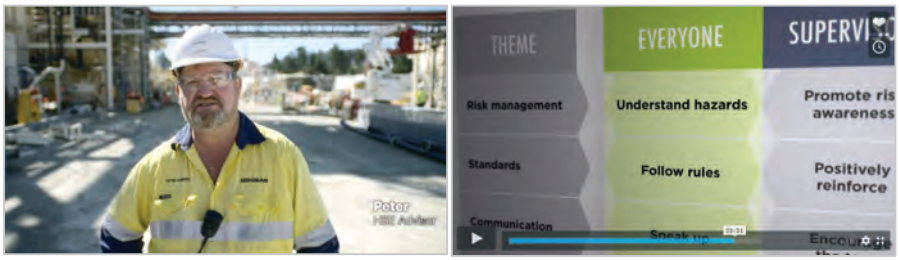



Figure 1 – Examples of One HSE Culture videos developed within the CIMIC Group Companies

## Actively Engaging with our people

## Actions completed this quarter

### COVID-19 Management

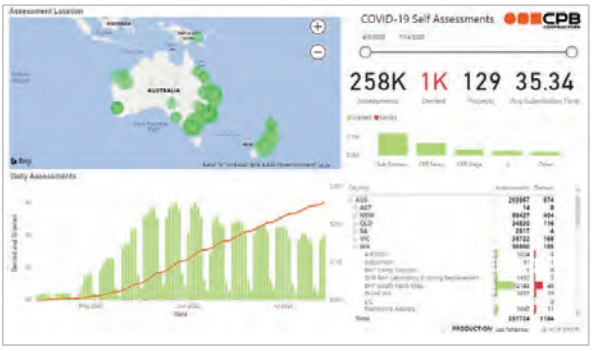
CPB has committed significant executive leadership and senior management resources across the organisation to effectively manage the risks associated with COVID-19 to keep our people safe.

Figure 2 – New CPB COVID-19

Extensive strategic and operational plans have been prepared (i.e. Business Continuity Plans, Infection Control Protocols and associated resources) to support our Offices and Projects in relation to education, health and hygiene, social distancing and responding to a potential suspected case of COVID-19. Our current focus relates to ongoing systematic and consistent assurance across the organisation to ensure that cleaning and social distancing practices are in accordance with CPB requirements.

## Actions planned for next quarter

### COVID-19 Management




The COVID-19 Mandatory Health Declarations App has been implemented across CPB. A Power BI dashboard has been prepared to aid the Senior Leadership Team in monitoring the declarations made through the App.

CPB have recorded a total 4 confirmed COVID-19 cases for YTD 2020.

### Development of a CPB Health and Wellbeing Strategy

Work continues on the CPB Health and Wellbeing Strategy including initiatives in the areas of mental health, fitness for work, mindfulness and resilience through targeted programs.

CPB Business Units and Projects initiatives underway, including:

- Implementing Mates in Construction Program on Projects;
- Employee Assistance Programs (Gryphon Psychology).

The CPB Health and Wellbeing Strategy outlines 3 priority areas:

1. **Increasing Leadership Knowledge and Capability**
2. **Increasing the cultural conditioning towards Mental Health**
3. **Focus on the building blocks of positive overall Health & Fitness**

## Managing Critical Risk

## Actions completed this quarter

### Review of 2019 Project Shutdown / 2020 Project Restart

The Executive Leadership Team and GM Safety Steering Committee convened in May to review and discuss learnings from the 2019 Project Shutdown/2020 Project Restart campaigns in preparation for 2020/2021 with the intent to achieve greater consistency in safety performance across the year as a whole. A proposed schedule is being prepared for the 2020/2021 period.

| Proposed Schedule | Action |
|---|---|
| **July** | Commence CPB ELT/SLT discussions for PS/PR planning for 2020/2021 |
| **August** | Survey business on S.W.O.T. for PS/PR 2019/2021 campaign |
| **September** | Review feedback and develop draft campaign materials |
| **October** | Peer review and endorsement via ELT/SLT |
| **November** | Initial communications release and countdown |

Figure 3 – CPB 2019 Project Shutdown / 2020 Project Restart Campaign

**Secondary Safety Systems – scissor type Mobile Elevated Work Platforms (MEWPs)**

Recently, CPB has established and formally communicated new requirements for the use of scissor-type MEWPs and the need for secondary safety systems on our Projects and Joint Ventures, in accordance with the CIMIC group-wide mandate.

Since 2014, CPB has been conducting research and development into secondary safety systems to prevent crush injury to occupants of scissor-type MEWP's. The research and development was a collaboration between CPB, CSIRO, UTS, NASA and Prime Rock Machinery. This research and development also included partnering with SafeWork Regulators, the Elevating Work Platform Association of Australia and the International Powered Access Federation to encourage manufacturers and suppliers to the hire industry to develop secondary safety systems. This has resulted in CPB driving the industry towards a position of developing secondary safety systems. Presently three manufacturers and one third party supplier have developed secondary safety systems for scissor-type MEWP's.

New CPB safety requirements for scissor-type MEWPs;

- From 1 July 2020, CPB Contractors projects will prioritise the use of scissor-type MEWPs that are fitted with a secondary safety system; and
- From 1 December 2020, CPB Contractors will require the use of scissor-type MEWPs, fitted with a secondary safety system.

From 1 July 2020, General Managers are to communicate with Business Unit Teams, Projects and Supply Chain partners the new requirements for secondary safety systems for scissor-type Mobile Elevating Work Platforms (MEWPs). A monthly Synergy campaign will be deployed and distributed to Business Units and Projects to assist in monitoring the number of scissor-type MEWPs installed with secondary safety systems installed.

Currently, all Boom-type MEWP's mobilised on CPB project are required to have a Secondary Protective System (SPS).

**Articulated Pick and Carry Cranes – Dynamic Load Moment Indicator Technology**

A review of CPB's Safety Essential – Mobile Cranes and Lifting Operations is underway to identify and establish additional risk reduction strategies for other mobile plant used to lift freely suspended and static loads (i.e. excavators, telehandlers etc.). The risk reduction strategies will consider solutions throughout the Hierarchy of Risk and Control, including electronic stability and load management systems.

**Update:** CPB has commenced trials of the ELOG system on two (2) mobile cranes in the QLD/PNG Business Unit to determine the suitability and effectiveness of the system. Trials will continue over Q3/4 2020 to determine viability for CPB.

**Respirable Crystalline Silica - Working Party**

As of 1 July 2020, Safe Work Australia has published a revised version of the Workplace exposure standards for airborne contaminants that contains the revised value for respirable crystalline silica. Key changes include;

• Respirable coal dust will be reduced to a time weighted average (TWA) of 1.5 mg/m3

• Respirable crystalline silica will be reduced to a TWA of 0.05 mg/m3.

**Update:** A CPB Working Party has completed a review of the Corporate Management System against industry best practice and prepared a series of revisions to the existing occupational hygiene procedures that will support the implementation of the new WES and other occupational health hazards. An independent occupational hygiene consultant has been engaged by CPB to peer review and endorse the revised approach. An implementation program is being prepared for a company-wide rollout in Q3 / Q4 2020.

**Heavy Vehicle National Law (HVNL) – Working Party**

On 1 October 2018, the Heavy Vehicle National Law was amended to provide that every party in the heavy vehicle transport supply chain, has a duty to ensure the safety of their transport activities. CPB has implemented new Corporate Management System to incorporate changes to the Heavy Vehicle National Laws.

**Update:** HVNL orientation sessions are being conducted throughout the business to support the implementation of the new CPB Corporate Management System requirements. The HVNL webinar is nearing completion with additional work required to finalise the voice over.

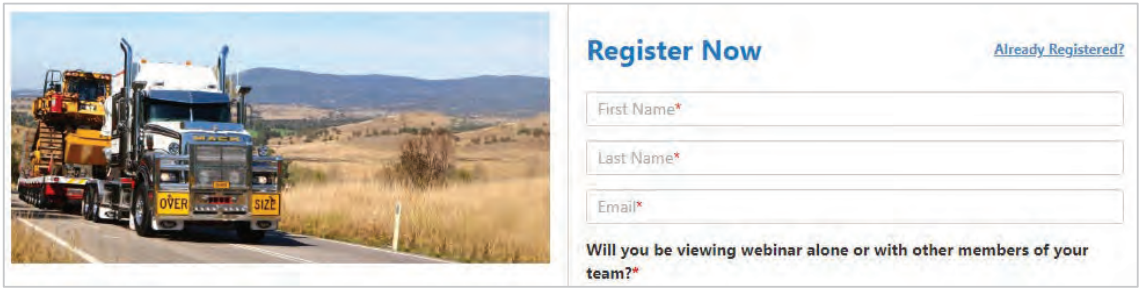



Figure 4 – Draft CPB / EIC Webinar for Heavy Vehicle National Law

**Safety Performance**

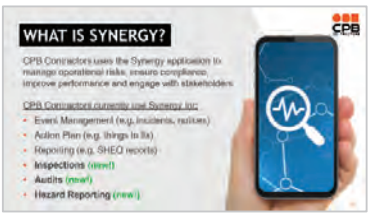
As tabled below, there has been an decrease in PC1 events and increase in Total Recordable Injuries from Q1 2020 to Q2 2020.

| CPB Safety and Health Lag Performance Summary (extract) | | | |
|---|---|---|---|
| **Category** | **Q1 2020** | **Q2 2020** | **Increase/Decrease** |
| **PC1** | **11** | **2** | **-82%** |
| **PC1FR** | **0.45** | **0.47** | **4%** |
| **TRI** | **37** | **42** | **14%** |

## Actions planned for next quarter

### SHEQ Critical Risk Assurance

A key component of CPB's Strategic Pathway 2019-2021 is reshaping our approach to 'Assurance' at all levels of business, to provide greater transparency and insights into the way works are planned and managed. These insights can help inform the Executive and Senior Leadership Teams on current performance trends and identify areas within the business that may require additional support.




**Update:** The Working Party has completed a review and update to governance and assurance criteria related to the CPB Safety Essentials with the content now configured within the Synergy Audit and Inspection Apps. A training package is being finalised to support the release of the he Synergy mobile applications in Q3 2020 (July).

### BaTLE Training Accreditation

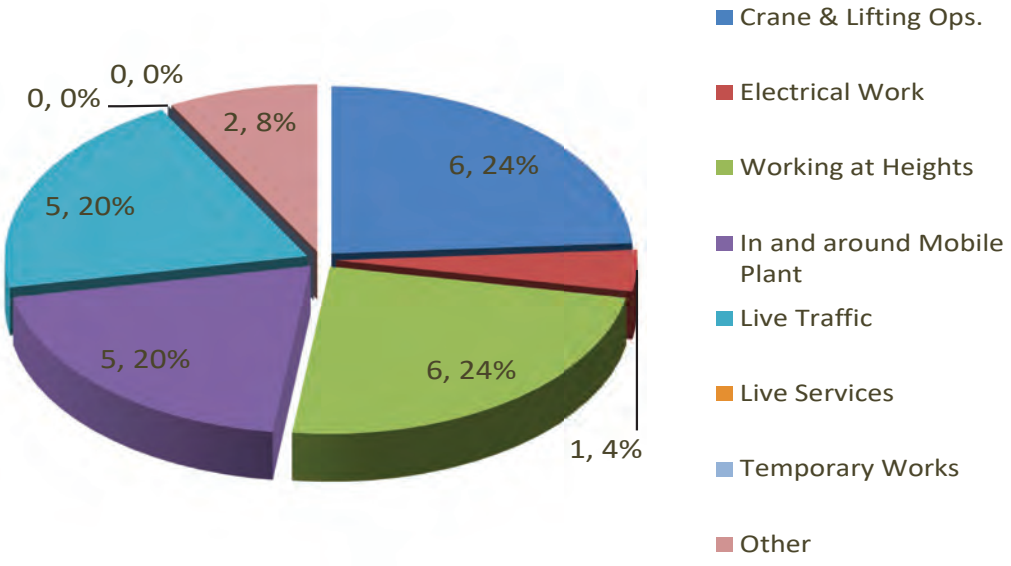
A management review of the BaTLE (Being at The Leading Edge) training course has been completed with content updates being finalised to achieve accreditation for the following Units of Competency:

- Day 1 - BSBMGT405 Provide personal leadership;
- Day 2 - BSBWHS414– Contribute to WHS Risk Management.

A soft launch of the revised BaTLE training course commenced in Q4 2019. The soft launch is designed to enable both the trainers and trainees the opportunity to provide early feedback on the revised course materials.

**Update:** The formal launch of the revised course has been postponed to Q3 2020 (August) due to the impact of COVID-19 and social distancing requirements. Safety Dimensions are currently facilitating live and interactive online BaTLE training.

## CRITICAL RISK MANAGEMENT (12 Months)



## Mobile Cranes and Lifting Operations (7, 27%)

A review of CPB's Safety Essential – Mobile Cranes and Lifting Operations is underway to identify and establish, additional risk reduction strategies for other mobile plant used to lift freely suspended and static loads (i.e. excavators, telehandlers etc.). The risk reduction strategies will consider solutions throughout the Hierarchy of Risk and Control, including electronic stability and load management systems.

**Update:** The review of the Safety Essential – Mobile Cranes and Lifting Operations has been completed for other mobile plant used to lift freely suspended and static loads for other mobile plant used to lift freely suspended and static loads. Revisions are scheduled for Q3 2020 for peer review and endorsement prior to the next CMS update in September 2020.

## Working at Heights (6, 23%)

A review of working at heights incidents is underway to identify and establish additional risk reduction strategies, for the risks of fall of person and/or fall of materials. The risk reduction strategies will consider solutions throughout the Hierarchy of Risk and Control.

## Working with Live Traffic (5, 19%)

A review of working with live traffic incidents and the associated Safety Essential is underway to identify and establish additional risk reduction strategies, for the risks of fall of person and/or fall of materials. The risk reduction strategies will consider solutions throughout the Hierarchy of Risk and Control.

**Update:** The review of the Safety Essential – Working with Live Traffic has been completed. Additional resources and time are required to complete revisions within Q3 2020 for peer review and endorsement prior to the next CMS update in September 2020.

## Working in and around Mobile Plant (5, 19%)

**Working Party – Exclusion, Plant and Work Zones**

The CPB Working Party for Working in and Around Mobile Plant has now concluded. The working party has achieved a simplified and consistent approach that has been adopted and published on the Corporate Management System. These new procedures simplify the process and create great clarity around the planning and management of exclusion and restricted access zones across all CPB sites.

To support the implementation of the new procedure, a Global Action Plan has been deployed in Synergy for action throughout July and August 2020.

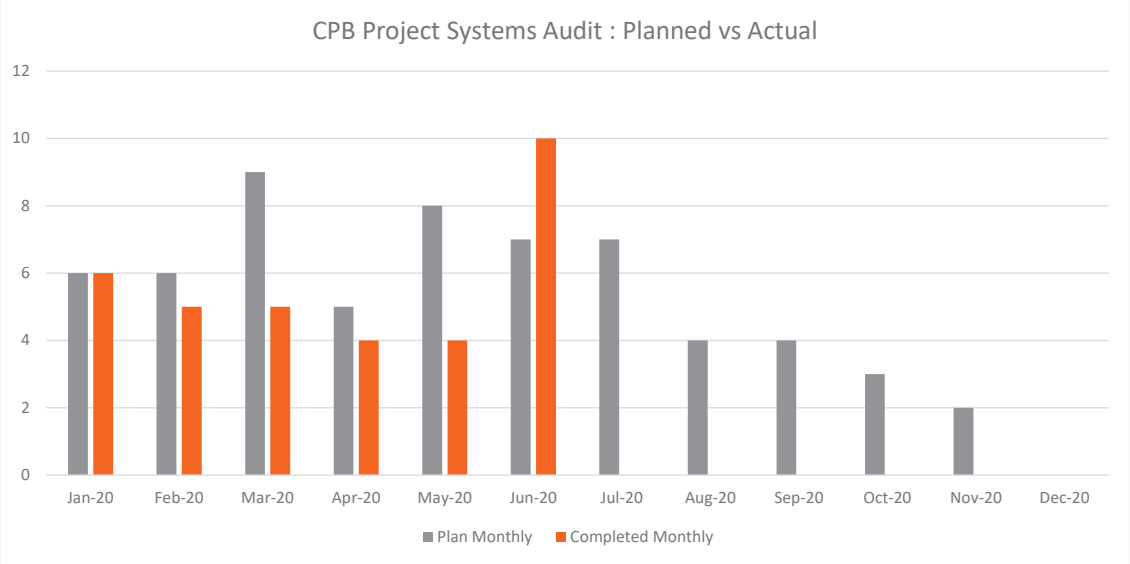
In July 2020, General Managers are to communicate with Business Unit Teams, Projects and Supply Chain partners the CMS requirements for the new procedure 'Manage Exclusion and Restricted Access Zones';

By 31 August 2020, Project Directors / Projects Managers and/or Persons involved in planning, coordinating, supervising or performing high-risk activities that require the use of Exclusion and Restricted Access Zones, must confirm that the following actions have been completed;

- Communicate the general awareness training for the new procedure ‘Manage Exclusion and Restricted Access Zones’ to relevant Project Team members and supply chain partners;
- Review and update current construction planning and risk management documentation (e.g. PPRR, CAP, Work Packs, SWMS) to ensure that these documents incorporate the new requirements;
- Commence implementation of the new procedure ‘Manage Exclusion and Restricted Access Zones’; and
- Conduct monitoring activities (e.g. BU Critical Risk Reviews, PM Critical Risk Reviews, Workplace Inspections, Task Observations etc.) to ensure that the new requirements for ‘Manage Exclusion and Restricted Access Zones’ are being met.

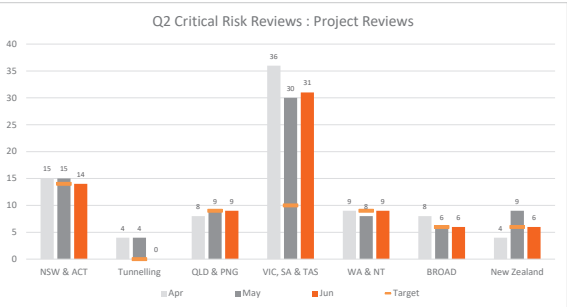
The CPB Corporate SHEQ team will be seeking submissions of ‘best practice’ examples from Business Units and Projects throughout the implementation period to collate and share throughout the business.

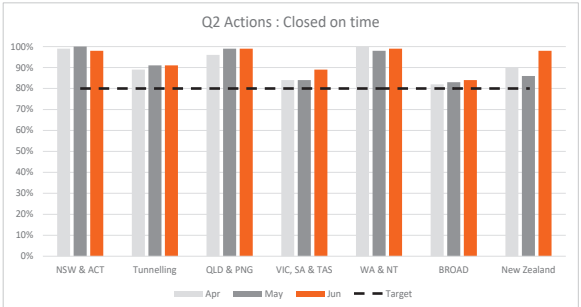
## LEAD INDICATORS




Governance and assurance will remain a key focus area for CPB Contractors in 2020, targeting the effectiveness and efficiency in construction planning and risk management process.

<u>Critical Risk Management</u>:




During Q2, Project Managers completed >100% of critical risk reviews (240/186). Business Units also conducted 28 critical risk reviews against a target of 30 with scores averaging 86% against a target 85%. The number of Critical Risk Audits completed was impacted by COVID-19.

Audit Schedule:

During Q2, 20 audits were planned though 18 were conducted (90%). The reduction is as a result of managing the risks associated with COVID-19. The audits have been rescheduled to later in the year.

Incident Management:

Two Potential Class 1 events occurred in Q2. One event involved Working in and Around Mobile Plant and the other Working at Heights. 100% (2/2) of investigations and senior management reviews were completed within 14 days. The root causes and contributing factors for these events were hazard identification, communication, tools and equipment use – error or violation.

Action Management:

During Q2, Business Units extended 2% of actions against a target of <10% and 94% (2776/2963) of actions were closed on time against a target of 80%.

Training:

During Q2, 53 (YTD 118) people attended the new BaTLE training aligned to national units of competency (annual target 1,200). It is likely that the restrictions imposed as a result of the COVID-19 impacts, that there may be a decrease in training numbers this year. To minimise the impact, several online training courses using on-learning for the BaTLE course were successfully conducted during Q2.

Engagement:

During Q2, 21 Projects conducted 33 (YTD 85) quarterly subcontractor safety forums (annual target 236). It is possible with the restrictions imposed on the size of gatherings of people that there may be an impact on the number of forums conducted.

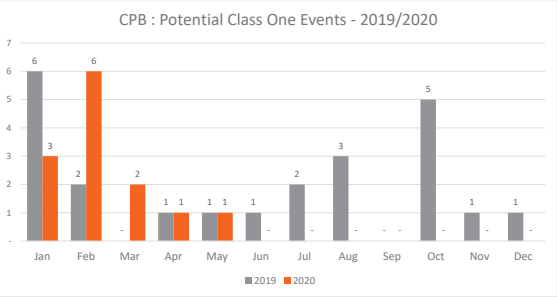
## HEALTH & SAFETY OUTCOMES

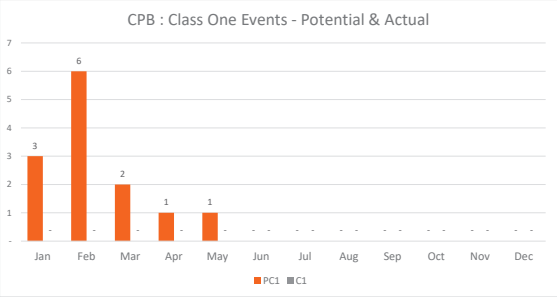
During Q2, two (2) Potential Class 1 events occurred. These events occurred because of inadequate site preparation (working in and around mobile plant) and use of plant not fit for purpose (working at heights). The CPB Senior Leadership Team has completed Significant Incident Reviews for each Potential Class 1 event with lessons learned communicated.

The CPB Working Party for Working in and Around Mobile Plant has now concluded. The working party has achieved a simplified and consistent approach that has been adopted and published on the Corporate Management System. These new procedures simplify the process and create great clarity around the planning and management of exclusion and restricted access zones across all CPB sites.

The second Working Party for mobile elevated work platforms (MEWPs) continues to review existing documentation and simplification for Corporate Management System. Recently, CPB established new requirements for the use of scissor-type MEWPs and the need for secondary safety systems.

## Class One Events Potential & Actual




## May 28, 2020 – New Zealand – Transmission Gully

[redacted]

### Key Actions

[redacted]

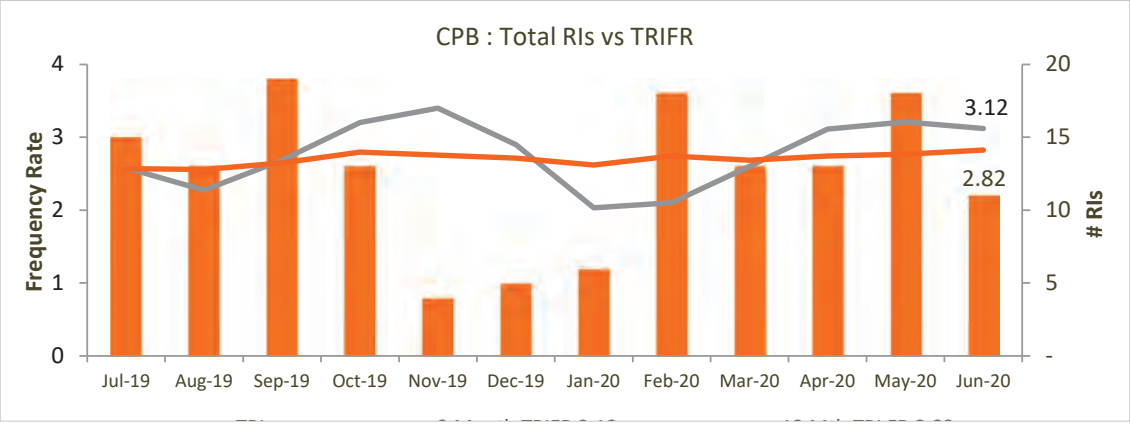
## April 17, 2020 – New South Wales – Nepean Hospital

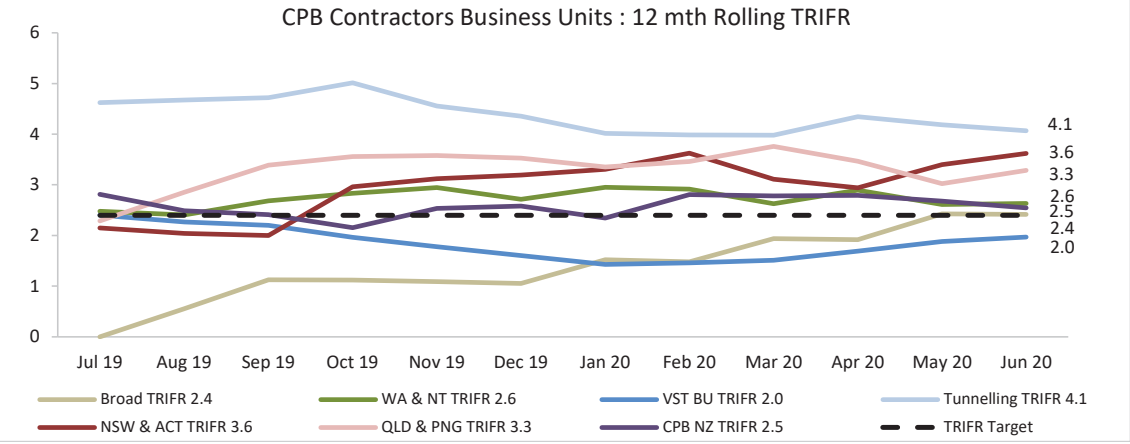
[redacted]

### Key Actions

[redacted]

## Recordable Injuries




### General Comments

The Total Recordable Injury Frequency Rate (TRIFR) was 2.82 in Q2 against a target of 2.4. The 3-month TRIFR has increased from 2.66 in Q1 2020 to 3.12 in Q2 2020.

During Q1, 42 injuries were recorded with 15 from Tunnelling Business Unit, 10 from NSW & ACT Business Unit, 9 from VIC, SA & TAS Business Unit, 4 from QLD & PNG Business Unit and 2 from WA & NT Business Unit and 1 from New Zealand and Broad Business Units.

During the period, 43% (18/42) of recordable injuries involved lacerations to fingers, hands or wrist a decrease of 15% when compared to the same period last year. Tunnelling Business Unit remains to be the largest contributor toward recordable injuries.

## Total Recordable Incident Summary

**June 30, 2020 – Medical Treatment Injury – NSW, Rozelle Exchange (WestConnex 3B)**

**Brief Description**

[redacted]

**June 28, 2020 – Medical Treatment Injury – Rail Infrastructure Alliance**

**Brief Description**

[redacted]

**June 27, 2020 – Medical Treatment Injury – QLD, Cross River Rail - RIS**

**Brief Description**

[redacted]

**June 22, 2020 – Restricted Work Injury – NSW, Sydney Metro – Stage 2**

**Brief Description**

[redacted]

**June 19, 2020 – Medical Treatment Injury – NSW, The Northern Road - Stage 5 & 6**

**Brief Description**

[redacted]

**June 12, 2020 – Restricted Work Injury – NSW, Campbelltown Hospital Redevelopment**

**Brief Description**

[redacted]

**June 11, 2020 – Medical Treatment Injury – QLD, Cross River Rail – TSD**

**Brief Description**

[redacted]

**June 4, 2020 – Lost Time Injury – VIC, West Gate Tunnel Project East**

**Brief Description**

[redacted]

**June 3, 2020 – Medical Treatment Injury – NSW, Junee Correctional Centre**

**Brief Description**

[redacted]

**June 2, 2020 – Medical Treatment Injury – QLD, Cross River Rail – TSD Boggo Road Cavern**

**Brief Description**

[redacted]

**June 1, 2020 – Medical Treatment Injury – NSW, Coffs Harbour Hospital**

**Brief Description**

[redacted]

**May 28, 2020 – Lost Time Injury – VIC, West Gate Tunnel**

**Brief Description**

[redacted]

**May 27, 2020 – Medical Treatment Injury – WA, Rail Infrastructure Alliance**

**Brief Description**

[redacted]

**May 26, 2020 – Medical Treatment Injury – VIC, West Gate Tunnel**

**Brief Description**

[redacted]

**May 26, 2020 – Medical Treatment Injury – Broad QLD, ICSSSC (Dutton Park)**

**Brief Description**

[redacted]

**May 25, 2020 – Medical Treatment Injury – NSW, Woolgoolga to Ballina**

**Brief Description**

[redacted]

**May 25, 2020 – Medical Treatment Injury – NSW, Campbelltown Hospital Redevelopment**

**Brief Description**

[redacted]

**May 25, 2020 – Medical Treatment Injury – NSW, Rozelle Interchange, WestConnex 3B**

**Brief Description**

[redacted]

**May 20, 2020 – Medical Treatment Injury – QLD, Cross River Rail, Roma Street Station**

**Brief Description**

[redacted]

**May 20, 2020 – Medical Treatment Injury – NSW, Sydney Metro Stage 2**

**Brief Description**

[redacted]

**May 19, 2020 – Medical Treatment Injury – VIC, M80NS Upgrade**

**Brief Description**

[redacted]

**May 18, 2020 – Medical Treatment Injury – NSW, Sydney Metro 2**

**Brief Description**

[redacted]

**May 18, 2020 – Medical Treatment Injury – NSW, WestConnex New M5**

**Brief Description**

[redacted]

**May 16, 2020 – Lost Time Injury – NZ, Christchurch Convention and Exhibition Centre**

**Brief Description**

[redacted]

**May 15, 2020 – Lost Time Injury – New South Wales, WestConnex New M5**

**Brief Description**

[redacted]

**May 14, 2020 – Medical Treatment Injury – New South Wales, The Northern Road Stage 5 & 6**

**Brief Description**

[redacted]

**May 6, 2020 – Medical Treatment Injury – VIC, West Gate Tunnel**

**Brief Description**

[redacted]

**May 4, 2020 – Medical Treatment Injury – NSW, RAAF Base Williamtown**

**Brief Description**

[redacted]

**May 1, 2020 – Medical Treatment Injury – NSW, WestConnex New M5**

**Brief Description**

[redacted]

**April 30, 2020 – Medical Treatment Injury – NSW, Rozelle Interchange (WestConnex 3B)**

**Brief Description**

[redacted]

**April 24, 2020 – Medical Treatment Injury – NSW, Sydney Metro – Stage 2**

**Brief Description**

[redacted]

**April 22, 2020 – Medical Treatment Injury – NSW, Rozelle Interchange (WestConnex 3B)**

**Brief Description**

[redacted]

**April 21, 2020 – Lost Time Injury – NSW, Western Sydney Airport Bulk Earthworks**

**Brief Description**

[redacted]

**April 20, 2020 – Medical Treatment Injury – SA, Point Wilson Waterside Infrastructure Remediation**

**Brief Description**

[redacted]

**April 20, 2020 – Medical Treatment Injury – WA, South Flank MAC Precinct**

**Brief Description**

[redacted]

**April 17, 2020 – Medical Treatment Injury – WA, Wanneroo Rd & Joondalup Drive Interchange**

**Brief Description**

[redacted]

**April 17, 2020 – Lost Time Injury – NSW, Nepean Hospital**

**Brief Description**

[redacted]

**April 15, 2020 – Medical Treatment Injury – NSW, Rozelle Interchange (3B)**

**Brief Description**

[redacted]

**April 11, 2020 – Medical Treatment Injury – NSW, Sydney Metro – Stage 2**

**Brief Description**

[redacted]

**April 3, 2020 – Restricted Work Injury – VIC, West Gate Bridge Painting**

**Brief Description**

[redacted]

**April 1, 2020 – Medical Treatment Injury – NSW, Sydney Metro – Stage 2**

**Brief Description**

[redacted]

**April 1, 2020 – Medical Treatment Injury – NSW, WestConnex New M5**

**Brief Description**

[redacted]

# Work Health and Safety Review
# Cross River Rail, Brisbane

**Author:** Graeme Silvester
**Position:** General Manager SHEQS
CPB Contractors Pty Limited
**Date:** 22 July 2020

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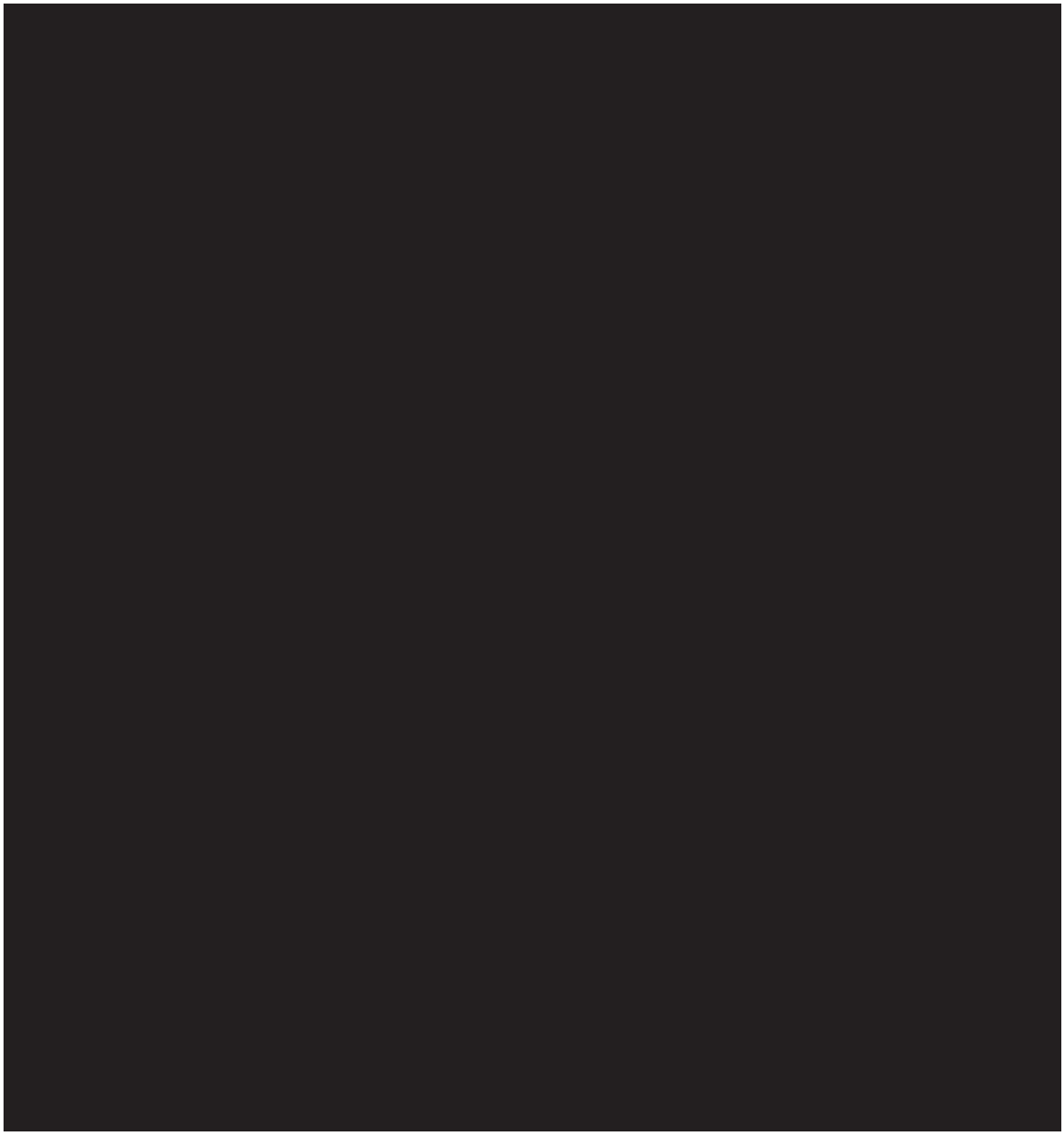
## 1. Executive Summary



This report makes recommendations (Section 8) to address the key findings.

An overview of those recommendations is set out in the table below:

| Issue/Recommendations: | Section of this report | Recommendation Number |
|---|---|---|
| [redacted] | [redacted] | Recommendation 1 |
| | | Recommendation 2 |
| | 6.6 | Recommendation 3 |
| | 6.7 | Recommendation 4 |

| | | |
|---|---|---|
| [redacted] | | |
| | General | Recommendation 5 |

## 2. Background and Purpose

## 3. Terms of Reference

The Managing Director initiated a team to conduct a review of the Project to:

1. Review the circumstances in which the ROE's, Inspections by WorkSafe Queensland Inspectors and the issue of the Notices had arisen on the Project;
2. Review the safety concerns/issues to which the Notices relate and determine whether there are any systemic or underlying work health and safety concerns on the Project that are not being identified by or addressed by the Projects work health and safety systems and procedures;
3. Considering the regulatory notices that have been issued, review whether the lead and lag indicators are a true and accurate reflection of the relative safety performance of the Project;
4. Provide the Managing Director with a report and any recommendations to be tabled at the next Board meeting on 11 August 2020.

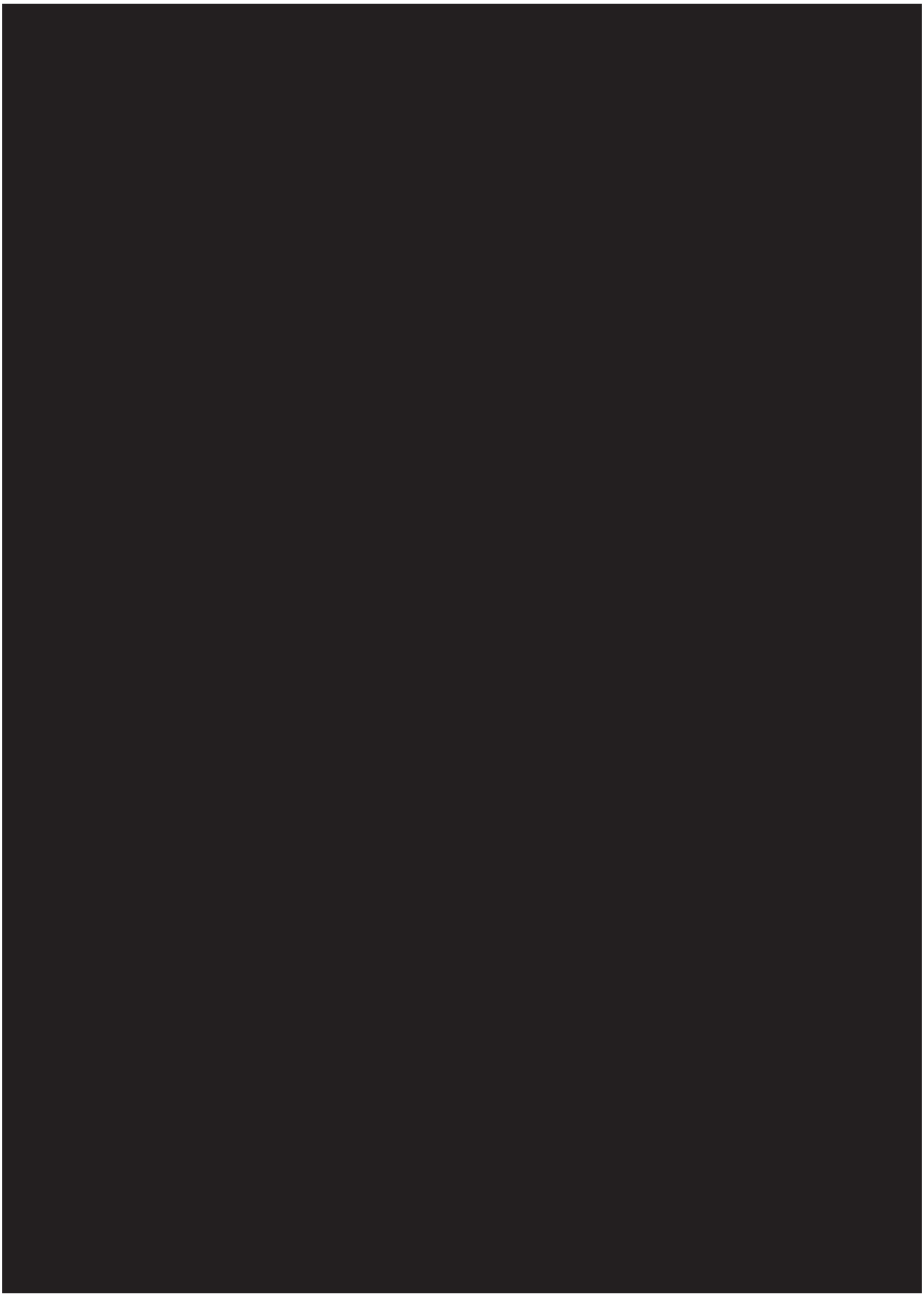
The members of the Review Team were as follows:

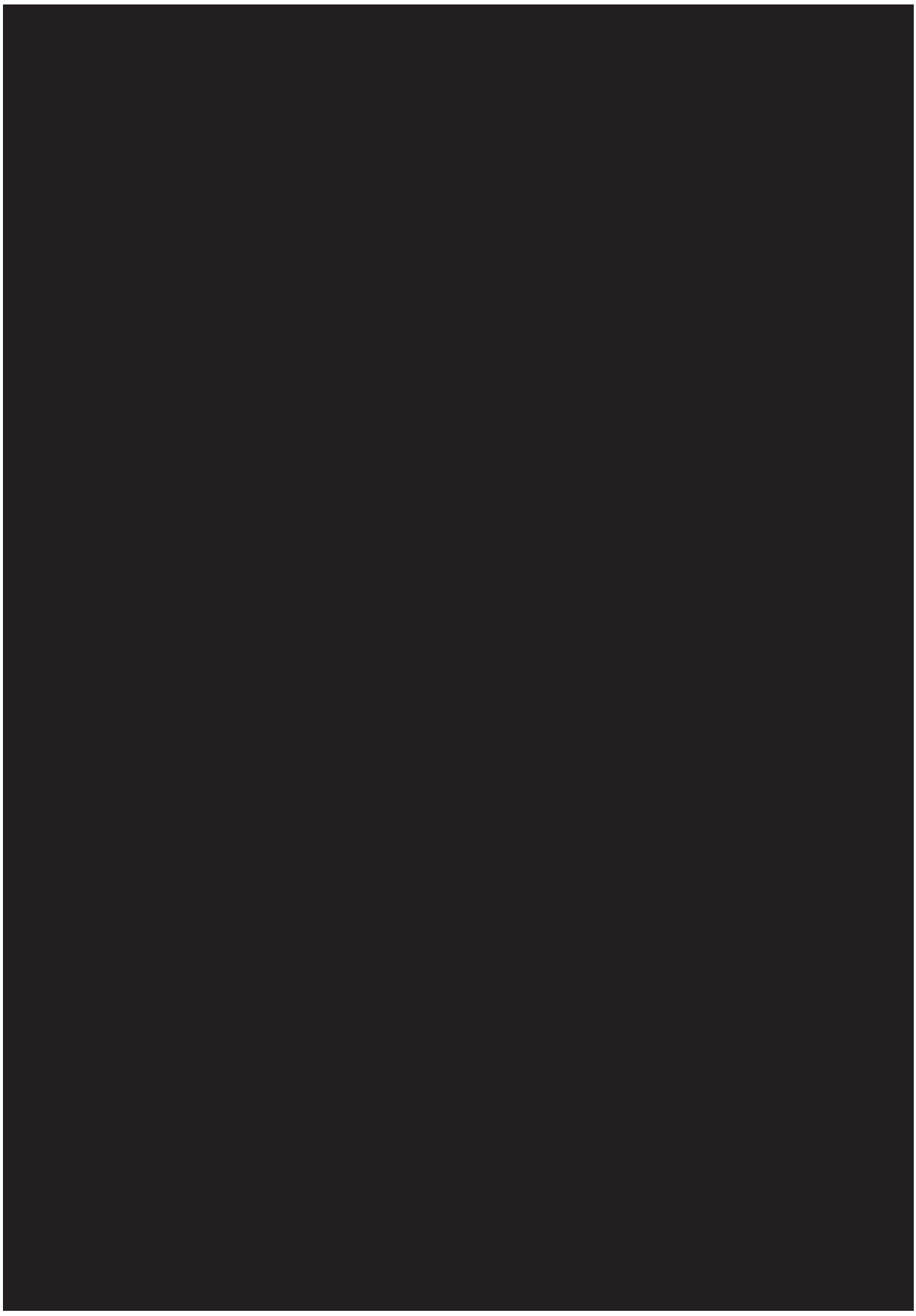
- Graeme Silvester, General Manager Safety, Health, Environment, Quality and Sustainability Group SHEQ
- Guy McLennan, Business Unit Safety, Health, Environment, Quality Manager Queensland & Papua New Guinea Business Unit

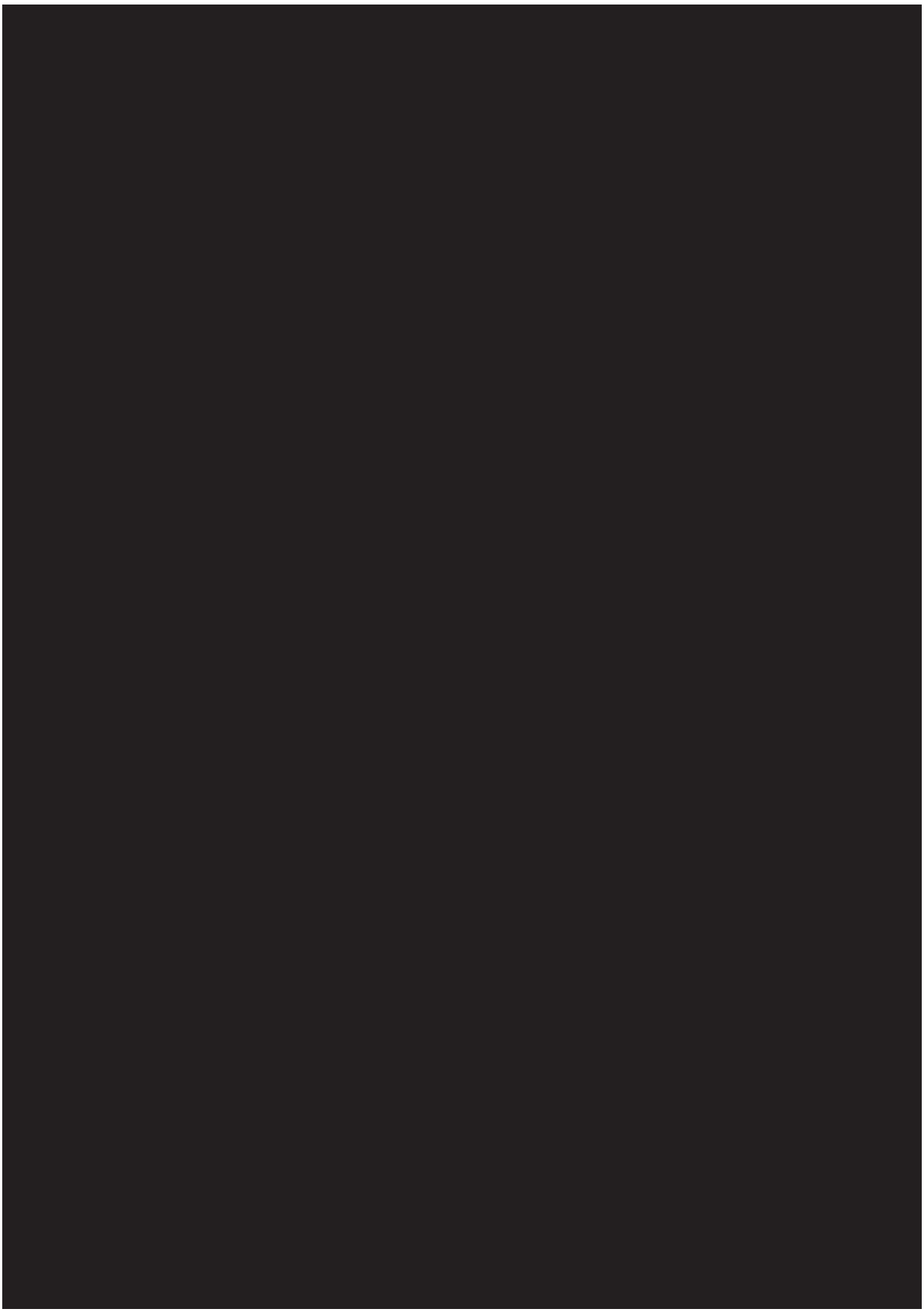
The review commenced on 21 May. The review team would like to thank the Project Director, Construction Directors, the Health and Safety Director, and Project Managers, Project Staff and workers, for their cooperation and support during the review.

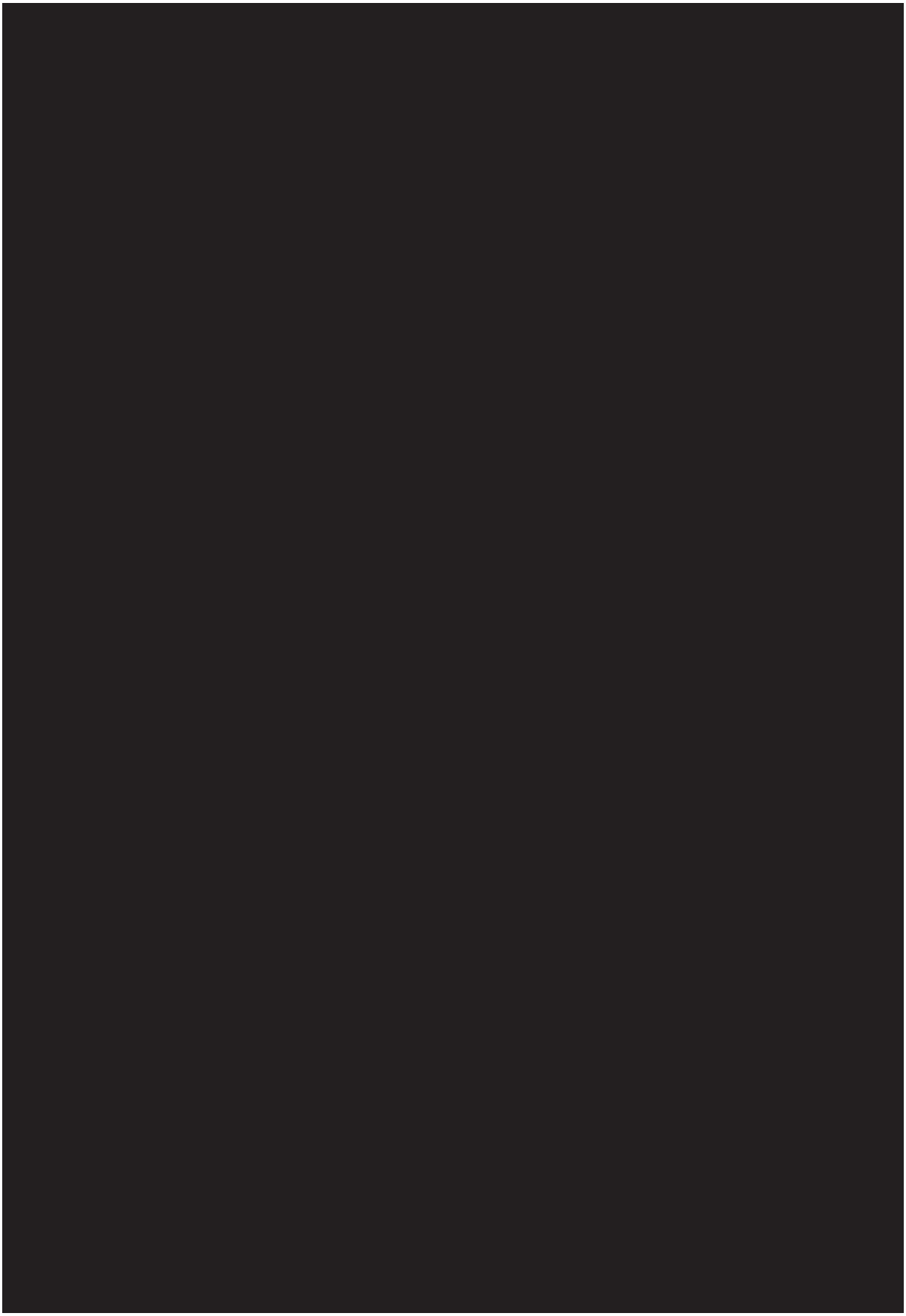
## 4. Methodology

[redacted]









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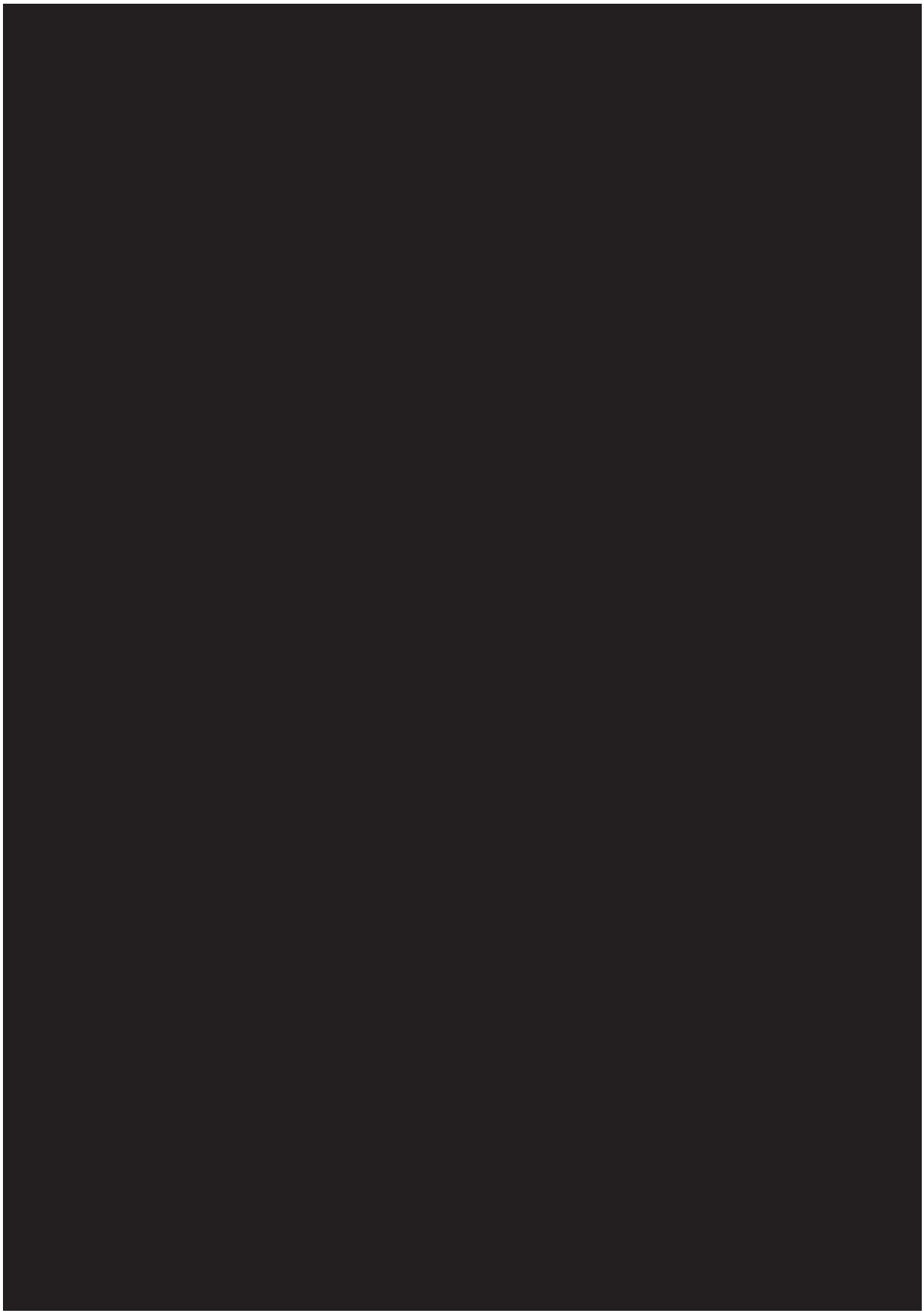

## 8. Recommendations

# Minutes of the Meeting
# CPB Contractors – 10 November 2020

**EXTRACT OF THE ABOVE MINUTES**

## Safety, Health and Environment

Mr Silvester spoke to the Safety, Health and Environment report contained in the papers for the meeting.

Mr Silvester advised that senior officer training has been developed and is being presented by Trevor Love, an external Work, Health and Safety expert.

Mr Silvester provided an update in relation to Heavy Vehicle National Law (HVNL). Online training regarding HVNL requirements is now available on the Learning Management System, and Weight in Motion (WIM) scales are being trialled on selected projects to determine their suitability as part of mass monitoring requirements.

Directors discussed new requirements for the use of scissor-type Mobile Elevated Work Platforms ("MEWPs") and the need for secondary safety systems. From 1 December 2020 the use of scissor-type MEWPs fitted with a secondary safety system will be required.

Mr Silvester provided an update regarding safety incidents in Q3 2020. Three Potential Class 1 (PC1) events occurred in the quarter and the Significant Incident Reviews for each of these events have been completed and the lessons learned have been communicated.

Directors discussed training across the group. BaTLE (Being at the Leading Edge) training has been reviewed and content has been updated and aligned to National Units of Competency and is currently being delivered online where in person training is not possible to due current restrictions.

Mr Silvester provided an update regarding amendments to the Victorian Environment Protection Amendment Act that are due to commence on 1 July 2021. Mr Silvester provided details of the effect of the amendments on the company's activities and the management actions that will be undertaken to enable the Company and Directors to comply with the new requirements.

The Board **NOTED** the Safety, Health and Environment report.

# CPB Contractors MDs Monthly Health and Safety Dashboard for September 2020

CIMIC

| Lead Indicators | Target | NSW / ACT | TUN | QLD / PNG | VST | WA / NT | BROAD | NZ | CPB |
|---|---|---|---|---|---|---|---|---|---|
| **Critical Risk Management**<br>1. Project Managers Critical Risk reviews<br>2. Business Unit conduct 2 Critical Risk Reviews per project per annum | > 90% Mth | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |
| | 100% YTD | 100% | - | 100% | 100% | 100% | 100% | 100% | 100% |
| **Audit Schedule**<br>Business Unit Audits completed as per schedule and measured as % completion against approved plan | 90% Mth | 100% | - | - | 100% | - | - | - | 100% |
| **Incident Management**<br>General Manager's visit Projects within 7 days of a PC 1 | 100% Mth | - | - | 100% | - | - | - | - | 100% |
| **Action Management**<br>1. General Manager's review corrective actions monthly and validate extensions of time<br>2. Actions closed on time | < 10% Mth | 0% | 0% | 1% | 7% | 0% | 0% | 1% | 1% |
| | > 80% Mth | 95% | 83% | 99% | 84% | 98% | 82% | 100% | 94% |
| **Engagement**<br>1. Conduct project sub-contractor forums<br>2. General Manager to conduct Leadership Walk & Talks | 1 /Project/Qtr (YTD) | 24 | 8 | 15 | 44 | 14 | 27 | 19 | 100% |
| | 12 / year (YTD) | 20 | 23 | 15 | 13 | 18 | 17 | 18 | 175% |

| Lag Indicators | Target | NSW / ACT | TUN | QLD/ PNG | VST | WA/ NT | BROAD | NZ | CPB |
|---|---|---|---|---|---|---|---|---|---|
| **Actual Class 1 Events**<br>No. of Fatalities or PD Injuries | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Potential Class 1 Events**<br>No. of PC1s | - | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| **Recordable Injuries**<br>No. of Fatalities, PD, LTIs, RWIs, MTIs | - | 3 | 0 | 1 | 1 | 1 | 0 | 0 | 6 |
| **3mth TRIFR <12mth TRIFR**<br>3M RIs / 3M Hours x 1,000,000 | 2.4 | 3.3 | 2.6 | 2.4 | 2.6 | 2.7 | 2.2 | 1.2 | 2.41 |
| **12mth TRIFR**<br>12M RIs / 12M Hours x 1,000,000 | 2.4 | 3.9 | 3.6 | 2.5 | 1.9 | 3.1 | 2.0 | 2.3 | 2.66 |
| **Health & Safety Legal Matters**<br>No. of H&S Notices, Prosecutions, Breaches | 0 | 0 | 0 | 3 | 0 | 1 | 3 | 0 | 7 |

## Monthly Summary

- **COVID-19** – Significant leadership and business focus continues towards managing the risks associated with COVID-19;
- **Critical Risk Management** – A key and remaining focus for 2020 will be the ongoing validation of works 'Planned vs Actual' against CPB Safety Essential requirements. Leaders are encouraged to continue to actively seeking out and act on early warning signals around critical risk.
- **Overdue actions** – There were no overdue actions at month end. Action management remains a strong focus and the level of engagement and monitoring has been significant to date;
- **Actions closed on time** – Action plan management is currently 94% for the Business, against a target of 80%;
- **Audit Schedule Compliance** – Audit scheduling and completion against the schedule is currently 100% (3/3) for the Business.
- **Engagement / Project Subcontractor Forums** – Completion remains solid across the Business;
- **PC1 FR** – This rate currently sits at 0.4 against our target of 0.5;
- **TRIFR** – This rate is currently 2.66 against a target of 2.4. Hands and finger lacerations contribute significantly to our recordable injuries.

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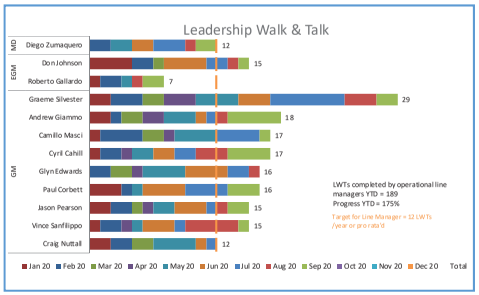
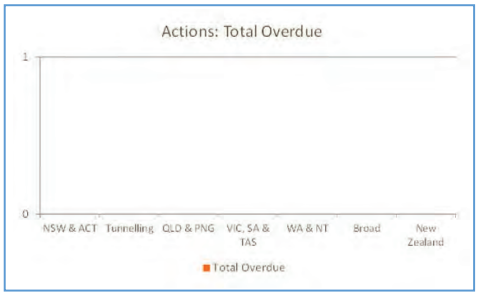
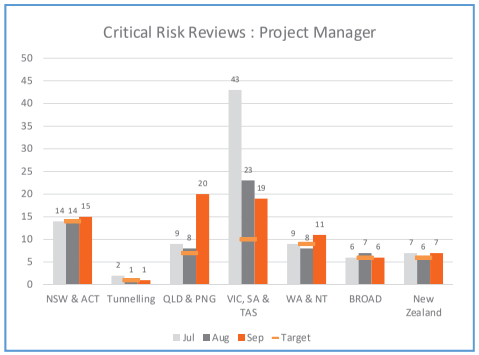
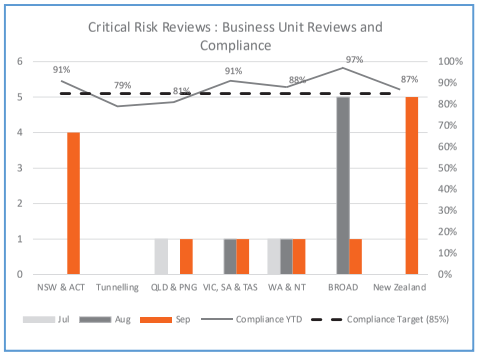
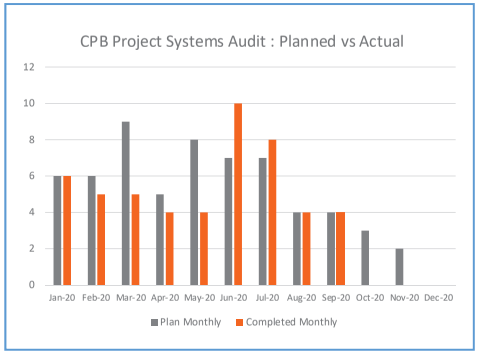
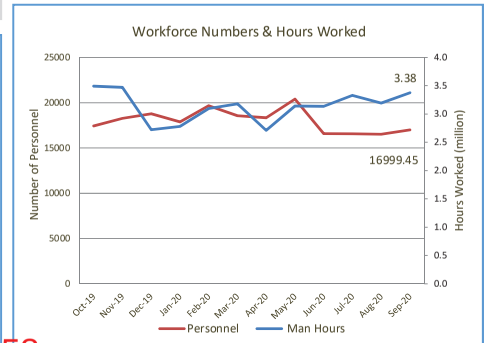


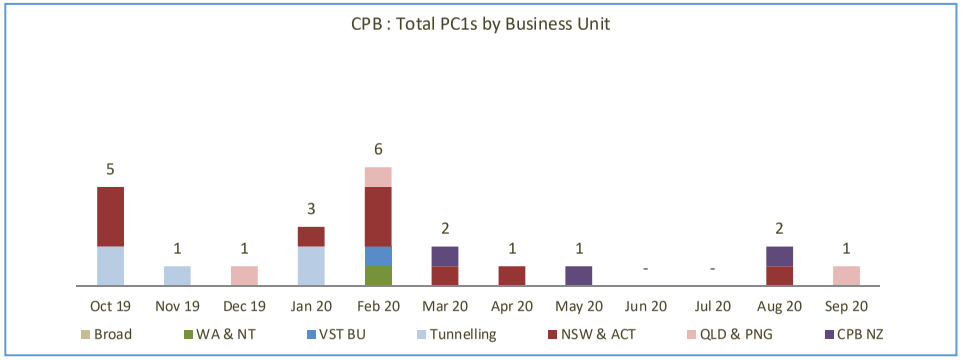


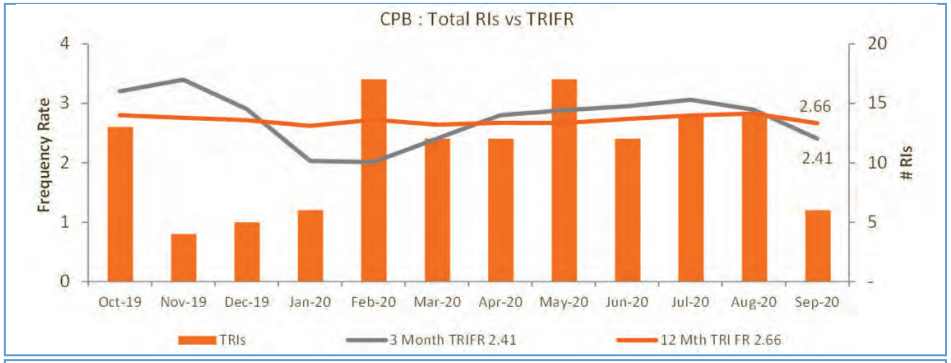

## Workforce Numbers and Hours Worked

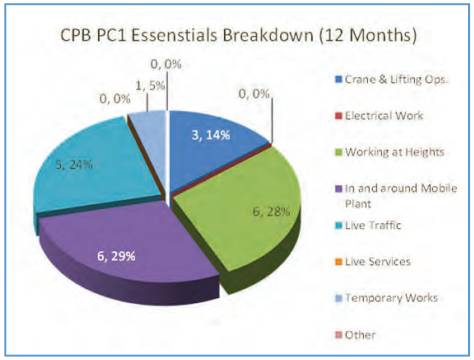
| | Workforce No. | Hours Worked |
|---|---|---|
| Employee | 5,414 | 1,255,821 |
| Contractor | 11,585 | 2,121,423 |
| Total | 16,999 | 3,377,244 |
| Broad | 707 | 161,140 |
| WA & NT | 907 | 219,752 |
| Tunnelling | 1,912 | 311,737 |
| VIC, SA & TAS | 3,750 | 786,887 |
| NSW & ACT | 4,042 | 935,645 |
| QLD & PNG | 1,624 | 377,606 |
| NZ | 3,835 | 530,512 |

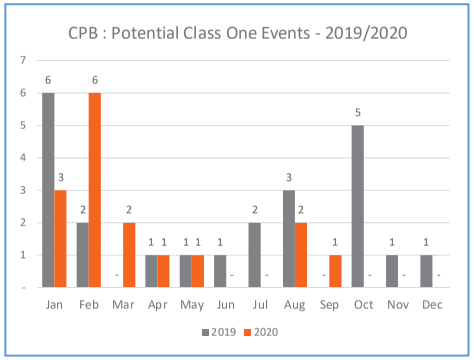
# CPB Contractors MDs Monthly Health and Safety Dashboard for September 2020

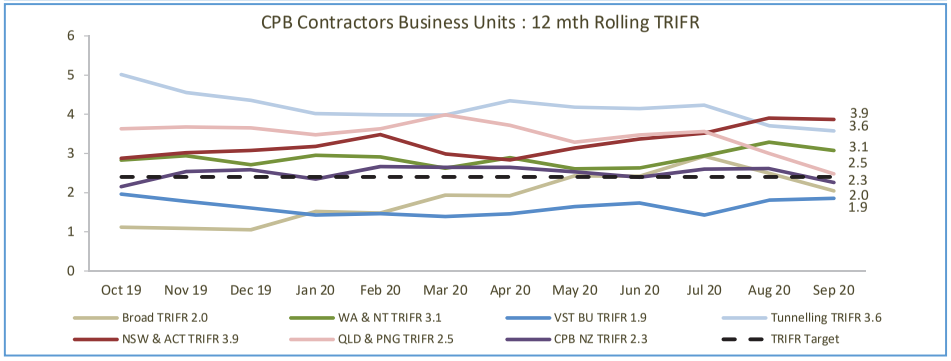
CIMIC



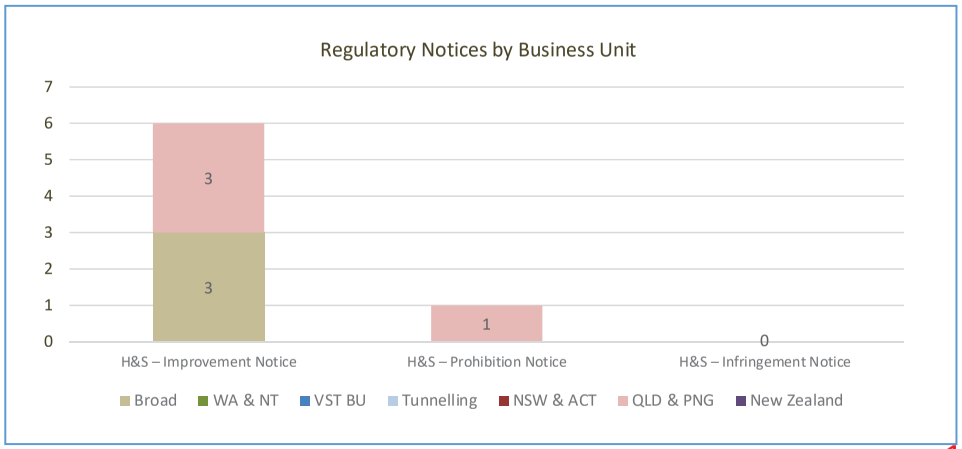




## Actual Class 1 and Potential Class 1 (PC1) Event Summary

| Date | Project | Description |
|---|---|---|
| 30/9 | Cross River Rail TSD | [redacted] |

## Recordable Injury Summary

| Date | Classification | Project | Description |
|---|---|---|---|
| 7/9 | MTI | Sydney Metro 2 | [redacted] |
| 10/9 | RWI | Monash Freeway Upgrade Stage 2 | |
| 14/9 | MTI | Coffs Harbour Precast Facility | |
| 24/9 | LTI | Parramatta Light Rail | |
| 24/9 | MTI | Parramatta Light Rail | |
| 28/9 | MTI | Cross River Rail TSD | |



## MANAGING DIRECTOR REFLECTIONS

CPB's total recordable injury frequency rate (TRIFR) safety performance decreased from 2.74 in Q2 to 2.66 in Q3 2020 against a target of 2.4. The Class 1P Frequency Rate also decreased from 0.47 in Q2 to 0.44 in Q3, though the number of Class 1P events (16) remained static for Q3 2019 and Q3 2020.

The Executive Leadership Team and GM Safety Steering Committee has commenced preparations for the 2020 Project Shutdown / 2021 Project Restart campaign. The preparations have included review of feedback provided by 570 respondents from across CPB, which strongly endorsed the overall approach and ongoing commitment.

CPB have recorded a total 8 confirmed COVID-19 cases for YTD 2020 with no workplace transmissions.

## HEALTH & SAFETY BUSINESS PLAN INITIATIVES

### Safe Work Strategy – Focus Area Initiatives – 2020

| Focus Area | Revised Actions |
|---|---|
| **Q3 2020** | • **One HSE Culture** - Develop and release Quarterly Promotion Campaigns (Communication, Standards) – **Complete**<br>• **Critical Risk** - Rollout of 'Manage Exclusion and Restricted Access Zone' training for CPB Projects, including revision and update of Construction Planning and Risk Management documentation – **Complete**<br>• **Critical Risk** - Communication and monitoring of new CPB safety requirements for scissor-type MEWPs (secondary safety systems) – **Complete**<br>• **Systems** - BU SH Managers and Corp. SHEQ Team to collaborate and populate 'best practice' examples CPB risk management documentation, including; – **In Progress**<br>o Principal Project Risk Register<br>o Construction Area Risk Review<br>o Work Pack Risk Assessment<br>• **Systems** – Continued rollout of HVNL General Awareness Training sessions – **Complete**<br>• **Systems** - Damstra Skills Matrix (new national standard) to be completed and implemented for all CPB Projects – **Near Complete**<br>• **Systems** – Release of new Synergy Mobility Apps for Audit and Inspection – **Complete**<br>• **Systems** - Gap analysis and transition of CPB CMS to AS/NZS ISO 45001:2018 – **Complete** |
| **Q4 2020** | • **Critical Risk** - Enhance the quality of training and education material for critical risk management using visual learning tools and good practice examples.<br>• **Critical Risk Videos** (APLNG) – **Rescheduled Q1 2021**<br>• **People** – Launch the revised BaTLE Training (V2) via CPB Intranet and promote within CPB BU / Projects – **Complete**<br>• **Critical Risk** – 2020 Project Shutdown / 2021 Project Restart planning and implementation – **In Progress**<br>• **Systems** – PowerBI performance reporting for SH function at Project, BU, and Corporate levels – **In Progress** |

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## Making our safety commitment & leadership more visible

## One HSE Culture:

## Actions completed this quarter

**Behavioural Based Safety Program – One HSE Culture**

Postponed due to the impacts of managing the risks associated with COVID-19.

**Update:** Work continues with CIMIC and Group Companies to establish a *'Relaunch Brief'* for One HSE Culture in 2021. The intent of the relaunch is to create a core program and supporting collateral to drive consistency and effectiveness in the implementation of the One HSE Culture framework across CIMIC and Group Companies – i.e. master training, online portal, videos etc.

## Actions planned for next quarter

**Critical Risk – Visual Guidance Materials**

CPB's Business Unit Safety & Health Managers are currently working on initiatives to enhance the quality of training and education material for critical risk management using visual learning tools and good practice examples. The overall intent is to illustrate *'What Good Looks Like'* through videos and photos to assist stakeholders in interpreting and implementing CPB Safety Essentials.

## Actively Engaging with our people

## Actions completed this quarter

### COVID-19 Management

CPB has committed significant executive leadership and senior management resources across the organisation to effectively manage the risks associated with COVID-19 to keep our people safe.

Our current focus relates to ongoing systematic and consistent assurance across the organisation to ensure that cleaning and social distancing practices are in accordance with CPB requirements.

New CPB COVID-19 Posters

## Actions planned for next quarter

### COVID-19 Management

The COVID-19 Mandatory Health Declarations App has been implemented across CPB. A Power BI dashboard has been prepared to aid the Senior Leadership Team in monitoring the declarations made through the App.

CPB have recorded a total 8 confirmed COVID-19 cases for YTD 2020.

### Development of a CPB Health and Wellbeing Strategy

Work continues on the CPB Health and Wellbeing Strategy including initiatives in the areas of mental health, fitness for work, mindfulness and resilience through targeted programs.

The CPB Health and Wellbeing Strategy outlines 3 priority areas:

1. **Increasing Leadership Knowledge and Capability**
2. **Increasing the cultural conditioning towards Mental Health**
3. **Focus on the building blocks of positive overall Health & Fitness**

**Update:** Full implementation delayed until Q1 2021 due to the impacts of managing the risks associated with COVID-19.

## Managing Critical Risk

## Actions completed this quarter

### Review of 2019 Project Shutdown / 2020 Project Restart

The Executive Leadership Team and General Managers SHEQ Committee commenced preparations for the 2020 Project Shutdown / 2021 Project Restart campaign, incorporating feedback from 570 respondents, which strongly endorsed the overall approach and commitment.

| Schedule | Status | Action |
|---|---|---|
| **July** | **Complete** | Commence CPB ELT/SLT discussions for PS/PR planning for 2020/2021 |
| **August** | **Complete** | Survey business on S.W.O.T. for PS/PR 2019/2021 campaign |
| **September** | **Complete** | Review feedback and develop draft campaign materials |
| **October** | **In Progress** | Peer review and endorsement via ELT/SLT |
| **November** | **Pending** | Initial communications release and countdown |

**DRAFT - 2020 Project Shutdown / 2021 Project Restart Campaign**

**Example – Posters**

**Example – Stickers and Desktop Wallpapers**

### Secondary Safety Systems – Scissor Type Mobile Elevated Work Platforms (MEWPs)

CPB has formally communicated new requirements for the use of scissor-type MEWPs and the need for Secondary Safety Systems on our Projects and Joint Ventures, in accordance with the CIMIC group-wide mandate.

CPB safety requirements for scissor-type MEWPs;

- From 1 July 2020, CPB Contractors projects will prioritise the use of scissor-type MEWPs that are fitted with a secondary safety system; and
- From 1 December 2020, CPB Contractors will require the use of scissor-type MEWPs, fitted with a secondary safety system.

A monthly Synergy campaign has been deployed to Business Units and Projects to assist in monitoring the number of scissor-type MEWPs installed with secondary safety systems installed.

| CPB Contractors | August 2020 | | September 2020 | |
|---|---|---|---|---|
| **Monthly Synergy Campaign** | **No. of Scissor-type MEWPs FITTED with a Secondary Safety System?** | **No. of Scissor-type MEWPs NOT FITTED with a Secondary Safety System?** | **No. of Scissor-type MEWPs FITTED with a Secondary Safety System?** | **No. of Scissor-type MEWPs NOT FITTED with a Secondary Safety System?** |
| | **115** | **224** | **151** | **352** |
| **Percentage** | **51 %** | | **42 %** | |

*Data accurate as of 23/10/2020 – 1600hrs*

### Articulated Pick and Carry Cranes – Dynamic Load Moment Indicator Technology

A review of CPB's Safety Essential – Mobile Cranes and Lifting Operations is underway to identify and establish additional risk reduction strategies for other mobile plant used to lift freely suspended and static loads (i.e. excavators, telehandlers etc.). The risk reduction strategies will consider solutions throughout the Hierarchy of Risk and Control, including electronic stability and load management systems.

**Update:** ***(In Progress – No Change)*** CPB has commenced trials of the ELOG system on two (2) mobile cranes in the QLD/PNG Business Unit to determine the suitability and effectiveness of the system. Trials will continue over Q3/4 2020 to determine viability for CPB.

### Respirable Crystalline Silica - Working Party

As of 1 July 2020, Safe Work Australia has published a revised version of the Workplace exposure standards for airborne contaminants that contains the revised value for respirable crystalline silica. Key changes include;

• Respirable coal dust will be reduced to a time weighted average (TWA) of 1.5 mg/$m^3$;

• Respirable crystalline silica will be reduced to a TWA of 0.05 mg/$m^3$.

**Update:** ***(In Progress – No Change)*** A CPB Working Party has completed a review of the Corporate Management System against industry best practice and prepared a series of revisions to the existing occupational hygiene procedures that will support the implementation of the new WES and other occupational health hazards. An independent occupational hygiene consultant has been engaged by CPB to peer review and endorse the revised approach. An implementation program is being prepared for a company-wide rollout in Q4, 2020.

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### Heavy Vehicle National Law (HVNL) – Working Party

On 1 October 2018, the Heavy Vehicle National Law was amended to provide that every party in the heavy vehicle transport supply chain, has a duty to ensure the safety of their transport activities. CPB has implemented new Corporate Management System to address to the Heavy Vehicle National Laws.

**Update:** ***(In Progress)*** HVNL orientation sessions are being conducted throughout the business to support the implementation of the new CPB Corporate Management System requirements.

To ensure that everyone is aware of the legal obligations created by the Heavy Vehicle National Law a new training package has been developed. The training has been developed jointly by CPB Contractors and UGL and will be essential for managers, supervisors and everyone who has control or influence over heavy vehicles. The training is available and rolling out for CPB Contractors staff via OneLearning and for non-CPB personnel by Damstra's Velpic.

ONE Learning - Heavy Vehicle National Law & COR Awareness Training

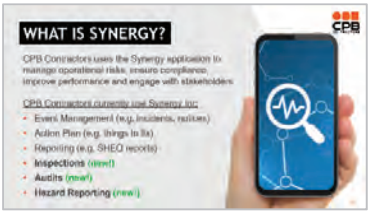
### Safety Performance

As tabled below, there has been an increase in PC1 events and decrease in Total Recordable Injuries from Q2 2020 to Q3 2020.

| CPB Safety and Health Lag Performance Summary (extract) | | | |
|---|---|---|---|
| **Category** | **Q2 2020** | **Q3 2020** | **Increase/Decrease** |
| **PC1** | **2** | **3** | **50%** |
| **PC1FR** | **0.47** | **0.44** | **-6%** |
| **TRI** | **41** | **33** | **-19.5%** |

## Actions planned for next quarter

### SHEQ Critical Risk Assurance



A key component of CPB's Strategic Pathway 2019-2021 is reshaping our approach to 'Assurance' at all levels of business, to provide greater transparency and insights into the way works are planned and managed. These insights can help inform the Executive and Senior Leadership Teams on current performance trends and identify areas within the business.

**Update:** The Working Party has updated the governance and assurance criteria for CPB Safety Essentials, now uploaded in the Synergy Inspection App. A training package has been finalised and released to support the implementation of the Synergy mobile applications in Q4 2020 across CPB.

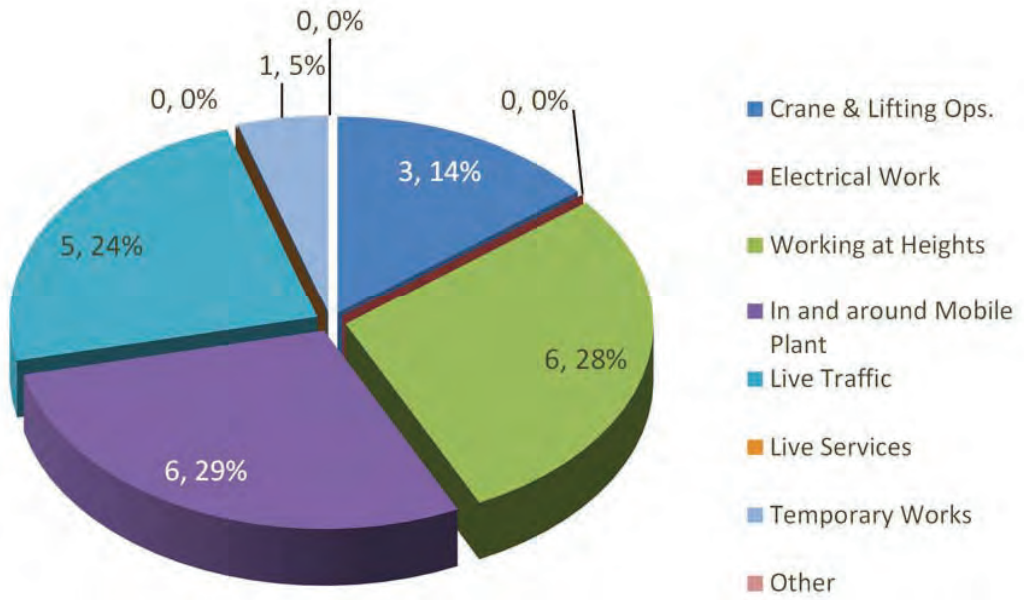
### BaTLE Training Accreditation

A management review of the BaTLE (Being at The Leading Edge) training course has been completed with content updated and aligned to the following Units of Competency:

- BSBLDR401 Communicate effectively as a workplace leader;
- BSBWHS414 Contribute to WHS Risk Management.

**Update:** A *'Relaunch and* Orientation' session was conducted 19/10 with CPB L&D and S&H Teams to provide an overview of the program changes and next steps. The new BATLE Intranet resource centre is now live!

## CRITICAL RISK MANAGEMENT (12 Months)



## Working in and around Mobile Plant (6, 29%)

**Working Party – Exclusion, Plant and Work Zones**

The CPB Working Party for Working in and Around Mobile Plant has now concluded. The working party has achieved a simplified and consistent approach that has been adopted and published on the Corporate Management System. These new procedures simplify the process and create great clarity around the planning and management of exclusion and restricted access zones across all CPB sites.

To support the implementation of the new procedure, a Global Action Plan was deployed in Synergy for action throughout July and August 2020.

In July 2020, General Managers communicated with Business Unit Teams, Projects and Supply Chain partners the CMS requirements for the new procedure 'Manage Exclusion and Restricted Access Zones'. The CPB Corporate SHEQ team will be seeking submissions of 'best practice' examples from Business Units and Projects throughout the implementation to share throughout the business.

**Update:** Strategic planning continues regarding the investigation and implementation of hazard and pedestrian detection technology in 2021 to increase the effectiveness of safety control measures to eliminate or mitigate the likelihood of unplanned people and plant interaction.

A range of detection systems are available that detect workers and obstacles behind or around vehicles. These devices utilise various technologies (infrared, microwave, ultrasonic, radar, laser, GPS). A Collision Avoidance System (CAS) may incorporate other systems (i.e. Proximity Detection Systems) and takes automatic control of mobile plant / vehicle to maintain a safe position or change the current position to prevent harm.

## Working at Heights (6, 28%)

Recent working at heights incidents have been the result of Safety Essential procedural breaches where workers have left the protection of barrier systems or conducted work in a fall arrest harness without an approved Safety Essential Exception Request. Business Units and Projects are focusing on the Safety Essential – Working at Heights are part of governance and assurance activities with the Synergy Inspection App in Q4 2020.

## Working with Live Traffic (5, 24%)

A review of working with live traffic incidents and the associated Safety Essential has been completed.

**Update:** The review of the Safety Essential – Working with Live Traffic has been completed. Additional time is required to complete revisions for peer review and endorsement prior to the next CMS update in October 2020.

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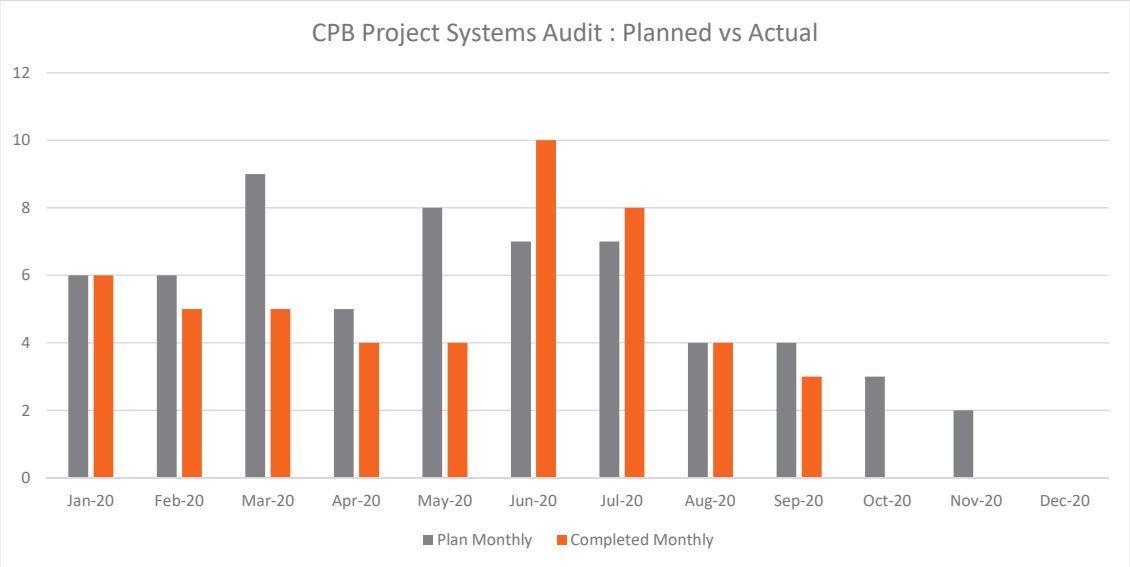
## Mobile Cranes and Lifting Operations (3, 14%)

A review of CPB's Safety Essential – Mobile Cranes and Lifting Operations is underway to identify and establish, additional risk reduction strategies for other mobile plant used to lift freely suspended and static loads (i.e. excavators, telehandlers etc.). The risk reduction strategies will consider solutions throughout the Hierarchy of Risk and Control, including electronic stability and load management systems.

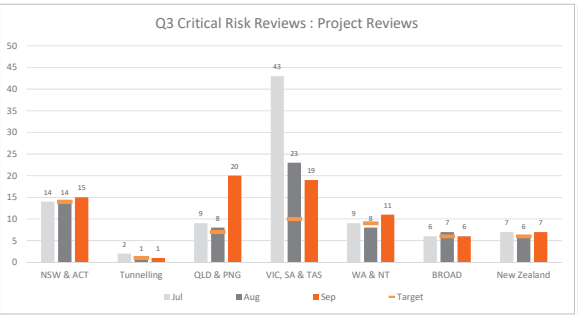
**Update:** The review of the Safety Essential – Mobile Cranes and Lifting Operations has been completed for other mobile plant used to lift freely suspended and static loads for other mobile plant used to lift freely suspended and static loads. Additional time is required to complete revisions for peer review and endorsement prior to the next CMS update in October 2020.

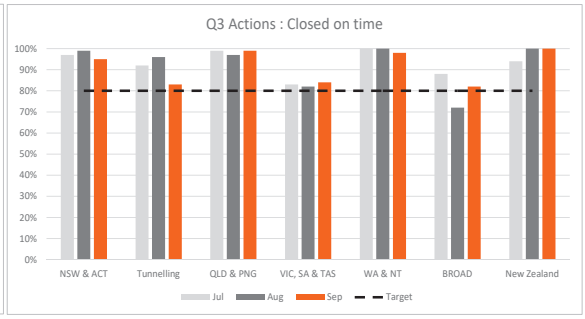
## LEAD INDICATORS




Project System Audit (PSA) schedules impacted by COVID-19 are recovering in Q3 2020. Business Unit Quality Managers have confirmed that scheduled PSA's are now on target and will be completed before the end Q4 2020. The BU SHEQ Teams have deployed the Synergy mobility tool (Audit) in a pilot environment. The Synergy Audit App is currently being trialed on NSW and Victorian projects. Synergy audit and performance analytics will be used to informed targeted training campaigns in 2021.

<u>Critical Risk Management</u>:



During Q3, Project Managers completed 236 critical risk reviews against a target of 159. Business Units conducted twenty-two (22) critical risk reviews, averaging 88% against a target 85%.

Audit Schedule:

During Q3, fifteen (15) audits were planned and fifteen (15) were conducted (100%). YTD there has been 49/56 audits completed.

Incident Management:

During Q3, three (3) Class 1P events occurred, involving Working in and around Mobile Plant, Temporary Works and Working at Heights safety essentials. 100% (2/2) of investigations and senior management reviews were completed within agreed timeframes. One (1) investigation is still in progress and within the agreed timeframe. The root causes and contributing factors related to these events identified non-compliances in safety in design, task planning, communication, control implementation and procedural violation.

Action Management:

During Q3, Business Units extended 2% of actions against a target of <10% and 92% (2868/3133) of actions were closed on time against a target of 80%.

Training:

During Q3, 98 (YTD 216) people were attended the new BaTLE training aligned to national units of competency. Annual attendance targets have been significantly impacted by COVID-19 due to social distancing restrictions. The course has now been modified to allow remote delivery.

Engagement:

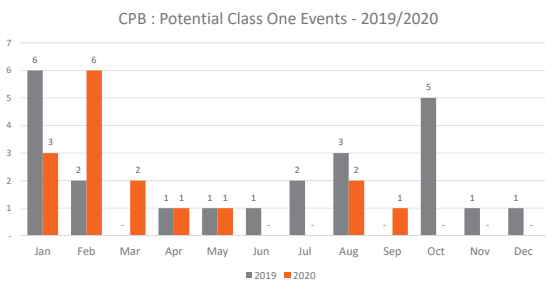
During Q3, Projects conducted 64 (YTD 149) quarterly sub-contractor safety forums (annual target 236). This number has been significantly impacted by COVID-19 due to social distancing restrictions.

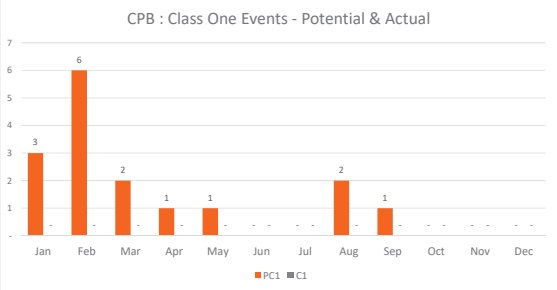
## HEALTH & SAFETY OUTCOMES

During Q3, three (3) Class 1P events occurred. The CPB Senior Leadership Team has completed Significant Incident Reviews for each Class 1P events with lessons learned communicated across CPB.

| Potential Class 1 Events | Summary Root Causes |
|---|---|
| 30.09.2020 – QLD – Cross River Rail TSD [redacted] | [redacted] |
| [redacted] | |
| [redacted] | |

## Class One Events Potential & Actual




## Potential Class 1 Events

### September 30, 2020 – QLD – Cross River Rail TSD (Open)

[redacted]

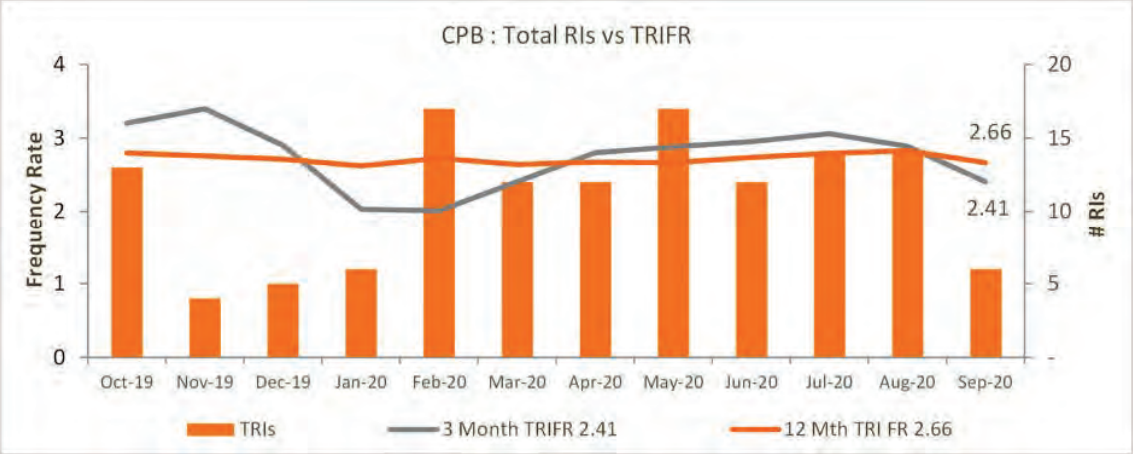
### August 17, 2020 – NSW – Parramatta Light Rail (Closed)

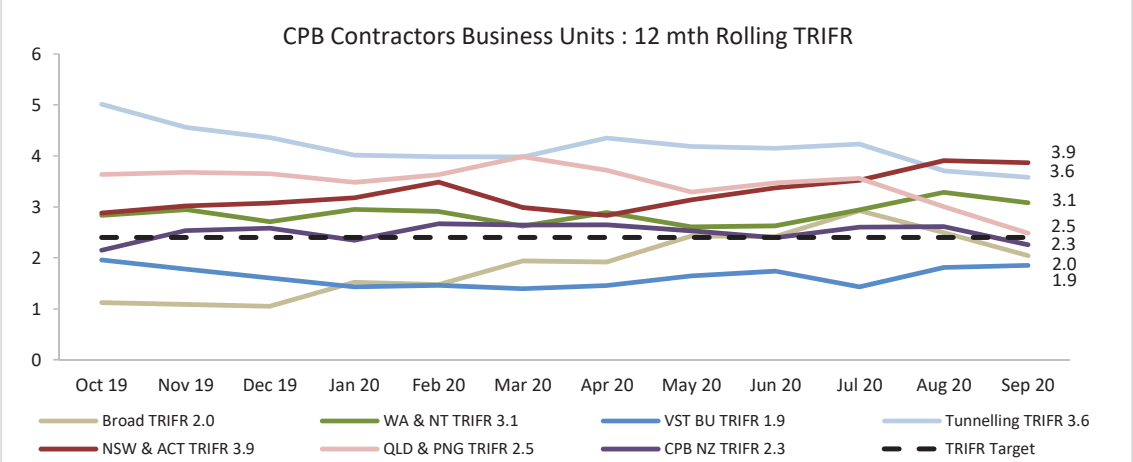
[redacted]

### August 5, 2020 – NZ – Christchurch Convention Centre (Closed)

[redacted]

## Recordable Injuries




## General Comments

The Total Recordable Injury Frequency Rate (TRIFR) was 2.66 in Q3 against a target of 2.4. The 3-month TRIFR has decreased from 2.95 in Q2 2020 to 2.41 in Q3 2020.

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During Q3, 34 injuries were recorded with 10 from NSW & ACT Business Unit, 9 from VIC, SA & TAS Business Unit, 6 from Tunnelling Business Unit, 4 from QLD & PNG Business Unit and 2 from WA & NT and New Zealand Business Units and 1 from Broad Business Unit.

During the period, 61% (21/34) of recordable injuries involved lacerations to fingers, hands or wrist an increase of 13% when compared to the same period last year. NSW & ACT Business Unit is the largest contributor toward recordable injuries.

## Total Recordable Incident Summary

**September 28, 2020 – Medical Treatment Injury – QLD, Cross River Rail**

**Brief Description**

[redacted]

**September 24, 2020 – Medical Treatment Injury – NSW, Parramatta Light Rail**

**Brief Description**

[redacted]

**September 24, 2020 – Lost Time Injury – NSW, Parramatta Light Rail**

**Brief Description**

[redacted]

**September 14, 2020 – Medical Treatment Injury – NSW, Coffs Harbour Precast Facility**

**Brief Description**

[redacted]

**September 10, 2020 – Medical Treatment Injury – Vic/Tas, Monash Freeway Upgrade Stage 2**

**Brief Description**

[redacted]

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**September 7, 2020 – Medical Treatment Injury – NSW, Sydney Metro 2**

**Brief Description**

[redacted]

**August 24, 2020 – Medical Treatment Injury – Vic/Tas, Monash Freeway Stage 2**

**Brief Description**

[redacted]

**August 22, 2020 – Medical Treatment Injury – NSW, Parramatta Light Rail**

**Brief Description**

[redacted]

**August 22, 2020 – Medical Treatment Injury – Qld, CRR Roma Street Station**

**Brief Description**

[redacted]

**August 19, 2020 – Medical Treatment Injury – Qld, CRR Roma Street Station**

**Brief Description**

[redacted]

**August 18, 2020 – Lost Time Injury – Vic/Tas, West Gate Tunnel**

**Brief Description**

[redacted]

**August 17, 2020 – Lost Time Injury – NSW, Parramatta Light Rail**

**Brief Description**

[redacted]

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**August 15, 2020 – Medical Treatment Injury – Vic/Tas, West Gate Tunnel**

**Brief Description**

[redacted]

**August 14, 2020 – Lost Time Injury – Vic/Tas, West Gate Tunnel**

**Brief Description**

[redacted]

**August 14, 2020 – Medical Treatment Injury – Vic/Tas, West Gate Tunnel**

**Brief Description**

[redacted]

**August 14, 2020 – Medical Treatment Injury – NSW, Nepean Hospital**

**Brief Description**

[redacted]

**August 10, 2020 – Medical Treatment Injury – WA, Robe Valley Sustaining**

**Brief Description**

[redacted]

**August 6, 2020 – Lost Time Injury – Vic/Sa, Avon River Bridge Upgrade**

**Brief Description**

[redacted]

**August 3, 2020 – Lost Time Injury – NSW, The Northern Road Stage 5 & 6**

**Brief Description**

[redacted]

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**July 31, 2020 – Lost Time Injury – NSW, Tuggerah to Doyalson (T2D)**

**Brief Description**

[redacted]

**July 24, 2020 – Medical Treatment Injury – NSW, Rozelle Interchange (WestConnex 3B)**

**Brief Description**

[redacted]

**July 22, 2020 – Medical Treatment Injury – WA, Wanneroo Rd & Joondalup Drive**

**Brief Description**

[redacted]

**July 17, 2020 – Medical Treatment Injury – NZ, Waikeria Prison Development**

**Brief Description**

[redacted]

**July 17, 2020 – Medical Treatment Injury – Qld, Capricornia Correctional Centre**

**Brief Description**

[redacted]

**July 15, 2020 – Lost Time Injury – Vic, West Gate Tunnel**

**Brief Description**

[redacted]

**July 15, 2020 – Medical Treatment Injury – NSW, RAAF Base Williamtown Stage 2**

**Brief Description**

[redacted]

**July 14, 2020 – Medical Treatment Injury – NSW, Rozelle Interchange (WestConnex 3B)**

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**Brief Description**

[redacted]

**July 10, 2020 – Medical Treatment Injury – Broad QLD, Kingaroy Hospital**

**Brief Description**

[redacted]

**July 8, 2020 – Lost Time Injury – NSW, Sydney Metro 2**

**Brief Description**

[redacted]

**July 8, 2020 – Lost Time Injury – NZ, Transmission Gully**

**Brief Description**

[redacted]

**July 2, 2020 – Restricted Work Injury – NSW, Wagga Hospital**

**Brief Description**

[redacted]

**July 2, 2020 – Medical Treatment Injury – NSW, Sydney Metro Stage 2**

**Brief Description**

[redacted]

**July 2, 2020 – Lost Time Injury – NSW, WestConnext New M5**

**Brief Description**

[redacted]

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# Victorian Environmental Legislation Changes

**Victorian Environment Protection Amendment Act 2018**
Amendments to the Environment Protection Act 2017 are due to commence on 1 July 2021. This brings the legislation into closer alignment with NSW legislation, though with increased emphasis on Company and Director liability.

**Introduction of so far as reasonably practicable**
Key elements of the legislation include the introduction of a risk-based environment protection framework that focusses on actual and potential harm to human health or environment, so far as reasonably practicable. Like WHS legislation, the concept of so far as is reasonably practicable includes:

- The likelihood of those risks eventuating;
- The degree of harm that would result if those risks eventuated;
- What the person concerned knows - or ought reasonably to know, about the harm or risks of harm and any ways of eliminating or reducing those risks;
- The availability and suitability of ways to eliminate or reduce those risks;
- The cost of eliminating or reducing those risks.

**General Environmental Duty**
This General Environmental Duty requires a company to implement, so far as reasonably practicable:

- Tailored systems to minimise environmental and human health risks from their operations;
- Handle and store substances and waste appropriately;
- Manage pollution and waste incidents to minimise harm, and
- Provide appropriate supervisions and training to employees to reduce risks from their activities.

The legislation also increases the penalties and strengthens sanctions for breaches of the General Environmental Duty to now include:

- A penalty of up to $322,000 for an individual or $1.6 million for a corporation;
- For an intentional or reckless breach of the general duty that results in material harm, a higher penalty of up to $644,000 and/or 5 years imprisonment for an individual, or $3.2 million for a corporation will apply.
- A transitional material harm offence will apply to a person that causes material harm from pollution or waste, attracting the same penalty as breach of the general duty. A person who can prove compliance with the general duty will not be liable for this offence, which will be phased out within four years of commencement of the Act.

**Implications for Directors**
The legislation seeks to broaden the duties of Directors to make a Company and its Directors responsible for the acts of their companies and make Directors liable for environmental offences. Director liability will apply if a Director failed to exercise due diligence to prevent actual and potential harm.

The legislation provides for a positive duty to prevent harm, so far as is reasonably practicable. Actual impact is not necessary & the risk of causing pollution or mishandling waste is enough proof of an offence. As with the approach required under WHS legislation, Directors have an obligation to exercise 'due diligence' and to demonstrate that a proactive approach to meeting the duties under the new Act is being taken by both them and their Company. This involves:

1. Acquire knowledge and keep up to date with environmental matters;
2. Understand project activities that have key risks to human health and the environment;
3. Ensure the Company has the right resources and processes in place to eliminate or minimise risks by taking all reasonably practical measures;
4. Ensure the Company has the right processes to receive and respond to reports of incidents, hazards or other issues, and processes to comply with duties; and
5. Verify that the processes and resources set out above are being used.

**Management Actions**

Management will undertake the following actions:

1. Conduct a review of the existing CPB Corporate Management System including:
    a. Preparing a CPB Environmental Risk Register as part of the overarching CPB risk processes to enable projects to build on and incorporate (as relevant) into their Tender and Project Risk Registers;
    b. Review the environmental management documents within the Corporate Management System to include the principle of reasonably practicable;
    c. Review the existing incident notification procedures to increase line management reporting;
    d. Strengthen due diligence practices established within the existing Corporate Management System procedures and tools.
2. Create an Environmental Management Community of Practice within Victoria, to:
    a. Review processes and procedures being implemented at CPB projects and updating to meeting relevant increased or changed obligations before July 2021;
    b. Improve the effectiveness and consistency of the risk planning process to ensure the intent of the Act is achieved, before the commencement of the legislation.
3. Develop and conduct Environmental Awareness and Training to educate officers and others who will work in the revised legislative framework to understand the new duty-based regime and the associated policies and guidelines.

## Regulatory Notices issued since 01/01/2022

| Date Received | Project | Issuing Authority | Regulatory Action | Reference Number | Business Unit | Comments | Category | Action Plan | Initial Due Date | Completion Date | Workflow Status | Assigned To |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 24/05/2022 | TSD- Southern Area [Area] | Workplace Health & Safety QLD - Main Office | H&S Improvement Notice | | QLD / PNG | | | | | | | |
| [redacted] | | | | | | | | | | | | |
| 27/04/2022 | TSD - Albert Street Station [Area] | Electrical Safety Office - Brisbane | H&S – Infringement Notice | I2038359 | QLD/PNG | Improvement notice issued to CPB to ensure that when they install an electrical installation that they test and examine to ensure it is electrically safe. CPB must ensure that their workers who are performing this work are conducting the tests and examination required under the wiring rules. | Safe System of Work (Absence of) | 268366 - Review Electrical Testing Competency Process | 25/05/2022 | 25/05/2022 | Closed | Farren Wyper - CPB Employee |
| 27/04/2022 | | | | F2001564 | | Infringement notice issued for a failure to ensure that the electrical work was in accordance with wiring rules. | | | 25/05/2022 | 25/05/2022 | Closed | Farren Wyper - CPB Employee |
| [redacted] | | | | | | | | | | | | |
| 22/03/2022 | TSD - Roma St Station [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice No. I2061669 | QLD/PNG | Cast panel installation have not been maintained | Safe System of Work (Absence of) | 261980 - Audit of Uplift Cranes Maintenance records to be completed. | 07/04/22 | 25/03/22 | Closed | Dwaine Sneath - CPB - Employee |
| | | | | | | | | 261982 - Crane Safe documentation to be sighted. | 18/05/2022 | 23/05/2022 | Closed | Dwaine Sneath - CPB - Employee |
| | | | | | | | | 261984 - Crane monthly inspections to be completed | 11/05/2022 | 12/05/2022 | Closed | Dwaine Sneath - CPB - Employee |
| | | | | | | | | 261989 - Panel inspection checklist to be implemented | 07/04/22 | 28/03/22 | Closed | Colin Walker - CPB - Employee |
| | | | | | | | | 261993 - Update panel inspection procedur. | 07/04/22 | 28/03/22 | Closed | Colin Walker - CPB - Employee |
| | | | | | | | | 261996 - Competent person nominated for panel inspections. | 07/04/22 | 28/03/22 | Closed | Colin Walker - CPB - Employee |
| | | | | | | | | 261999 - Changeover of pins to correct pins/undamaged nominated on the design | 07/04/22 | 28/03/22 | Closed | Colin Walker - CPB - Employee |
| | | | | | | | | 262000 - Austral to update drawings to show RMD system/s | 07/04/22 | 28/03/22 | Closed | Colin Walker - CPB - Employee |
| | | | | | | | | 262003 - Barricade area around the panel storage location. | 07/04/22 | 28/03/22 | Closed | Colin Walker - CPB - Employee |
| | | | | | | | | 262007 - Lift Supervisor to sign off for for precast works. | 07/04/22 | 6/04/2022 | Closed | Colin Walker - CPB - Employee |
| | | | | | | | | 262008 - Precast Task observation to be completed. | 3/05/2022 | 4/05/2022 | Closed | Ross English - CPB - Employee |
| [redacted] | | | | | | | | | | | | |
| 15/03/2022 | Cooroy to Curra - Section D2 [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice no. I2011092 | QLD/PNG | Risk controls nominated in the SWMS not implemented on site. | Safe System of Work (Absence of) | 263606 - CPB-0010.03.IFC - Bulk Earthworks | 4/04/2022 | 4/04/2022 | Closed | Stephen Elliott - CPB Employee |
| [redacted] | | | | | | | | | | | | |

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 14/03/2022 | Cross River Rail - RIS [Area] | Workplace Health & Safety QLD - Main Office | H&S - Improvement Note | Notice No. I2048242 | QLD/PNG | An electrical cable was identified lying across the ground whilst in use, posing an electrical risk to workers. | Safe System of Work (Absence of) | 262789 - Notice No. I2048242 | 31/03/2022 | 30/03/2022 | Closed | Javan Hollister - CPB Employee |
| | | | | | | | | 262793 - Notice No. I2048243 | 31/03/2022 | 30/03/2022 | Closed | |
| | | | | | | | | 262794 - Notice No. I2048246 | 31/03/2022 | 30/03/2022 | Closed | |
| | | | | | | | | 262796 - Notice No. I2048247 | 31/03/2022 | 30/03/2022 | Closed | |
| 14/03/2022 | Cross River Rail - RIS [Area] | Workplace Health & Safety QLD - Main Office | H&S Improvement Notice | Notice No. I2048243 | QLD/ PNG | Trip hazard identified on an access way impeded by concrete, accessway was very uneven potentially impacting access in the case of an emergency. | Safe System of Work (Absence of) | 262789 - Notice No. I2048242 | 31/03/2022 | 30/03/2022 | Closed | Javan Hollister - CPB Employee |
| | | | | | | | | 262793 - Notice No. I2048243 | 31/03/2022 | 30/03/2022 | Closed | |
| | | | | | | | | 262794 - Notice No. I2048246 | 31/03/2022 | 30/03/2022 | Closed | |
| | | | | | | | | 262796 - Notice No. I2048247 | 31/03/2022 | 30/03/2022 | Closed | |
| 14/03/2022 | Cross River Rail - RIS [Area] | Workplace Health & Safety QLD - Main Office | H&S - Improvement Note | Notice No. I2048246 | QLD/ PNG | Insufficient protection adjacent to the van lunchroom to protect facilities from moving vehicles/plant. | Safe System of Work (Absence of) | 262789 - Notice No. I2048242 | 31/03/2022 | 30/03/2022 | Closed | Javan Hollister - CPB Employee |
| | | | | | | | | 262793 - Notice No. I2048243 | 31/03/2022 | 30/03/2022 | Closed | |
| | | | | | | | | 262794 - Notice No. I2048246 | 31/03/2022 | 30/03/2022 | Closed | |
| | | | | | | | | 262796 - Notice No. I2048247 | 31/03/2022 | 30/03/2022 | Closed | |
| 14/03/2022 | Cross River Rail - RIS [Area] | Workplace Health & Safety QLD - Main Office | H&S Improvement Notice | Notice No. I2048247 | QLD/ PNG | Missing emergency lighting along evacuation routes. | Safe System of Work (Absence of) | 262789 - Notice No. I2048242 | 31/03/2022 | 30/03/2022 | Closed | Javan Hollister - CPB Employee |
| | | | | | | | | 262793 - Notice No. I2048243 | 31/03/2022 | 30/03/2022 | Closed | |
| | | | | | | | | 262794 - Notice No. I2048246 | 31/03/2022 | 30/03/2022 | Closed | |
| | | | | | | | | 262796 - Notice No. I2048247 | 31/03/2022 | 30/03/2022 | Closed | |
| 11/03/2022 | TSD - Boggo Rd Station [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | Notice No. I2048241 | QLD/PNG | Failure to complete equipment pre-start checks in accordance with manufacturer specifications. | Safe System of Work (Absence of) | 260266 - Completion of Generator Pre-Start Checks | 18/03/2022 | 15/03/2022 | Closed | Darrin Gaske - CPB - Employee |
| 25/02/2022 | TSD - Roma St Cavern [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | Notice No I2036415 | QLD/PNG | One (1) WHSQ Inspector attended site to inspect a preserved scene following event notification of a sudden fan failure resulting in some debris, including fragments of fan blade and a maintenance inspection hatch falling approximately 6 meters to the ground. No persons were struck by debris or injured. | Safe System of Work (Absence of) | 258218 - Respond to Notice | 2/03/2022 | 28/02/2022 | Closed | Daniel Smith - CPB - Employee |
| 16/02/2022 | Cooroy to Curra - Section D2 [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S - Improvement Notice | Notice No I2041537 | | Notice issued due to inadequate separation of people and mobile plant. | Safe System of Work (Absence of) | 256872 - Install bunds signage and designated walkways | 18/02/2022 | 17/02/2022 | Closed | Garry Dan - CPB - Employee |

## Regulatory Notices issued since 01/01/2023

| Date Received | Project | Issuing Authority | Regulatory Action | Reference Number | Business Unit | Comments | Category | Action Plan | Initial Due Date | Completion Date | Workflow Status | Assigned To |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4/04/2023 | TSD - Boggo Rd Station | Workplace Health & Safety QLD - Main Office | H&S Improvement Notice | I2050366 | QLD / PNG | Failure to maintain emergency plan for the workplace so that it remains effective. Improvement notice has been challenged by CBGU - awaiting response. Copy of documents attached in action plan. | Safe System of Work | 326878 - Notice Challenge I2050366 | 20/04/2023 | 20/04/2023 | Closed | Lewis Cash - CPB Employee |
| | | | | | | Failure to maintain emergency plan for the workplace so that it remains effective. Improvement notice has been challenged by CBGU - awaiting response. Copy of documents attached in action plan. | Safe System of Work | 326879 - I2062492 Close Out - Containment | 4/05/2023 | 21/04/2023 | Closed | Lewis Cash - CPB Employee |
| 4/04/2023 | TSD - Woolloongabba Station | Workplace Health & Safety QLD - Brisbane North Office | H&S – Infringement Notice | F2006090 | | Notice No. F2006090 - Failure to keep an updated register of hazardous Substances located within the workplace | Safe System of Work | 326406 - Notice No. 12059869 | 18/04/2023 | 18/04/2023 | Closed | Rodney Small - CPB Employee |
| | | | | | | | | 326411 - Improvement notice 12050470, failure to keep a register | 18/04/2023 | 18/04/2023 | Closed | Rodney Small - CPB Employee |
| | | | | | | | | 326417 - Infringement Notice F 2006090, Failure to maintain a hazardous Substance register | 28/04/2023 | 20/04/2023 | Closed | Chris Russell - CPB Employee |
| 4/04/2023 | TSD - Woolloongabba Station | Workplace Health & Safety QLD - Brisbane North Office | H&S - Improvement Notice | 12059869 | | Notice No. 12059869, Failure to ensure incompatible hazardous substances are not stored together | Safe System of Work | 326406 - Notice No. 12059869 | 18/04/2023 | 18/04/2023 | Closed | Rodney Small - CPB Employee |
| | | | | | | | | 326411 - Improvement notice 12050470, failure to keep a register | 18/04/2023 | 18/04/2023 | Closed | Rodney Small - CPB Employee |
| | | | | | | | | 326417 - Infringement Notice F 2006090, Failure to maintain a hazardous Substance register | 28/04/2023 | 20/04/2023 | Closed | Chris Russell - CPB Employee |
| 4/04/2023 | TSD - Woolloongabba Station | Workplace Health & Safety QLD - Brisbane North Office | H&S - Improvement Notice | 12050470 | | Failure for all products in chemical container to be on the applicable Haz Sub register | Safe System of Work | 326406 - Notice No. 12059869 | 18/04/2023 | 18/04/2023 | Closed | Rodney Small - CPB Employee |
| | | | | | | | | Improvement notice 12050470, failure to keep a register | 18/04/2023 | 18/04/2023 | Closed | Rodney Small - CPB Employee |
| | | | | | | | | 3264117 - Infringement Notice F 2006090, Failure to maintain a hazardous Substance register | 18/04/2023 | 18/04/2023 | Closed | Rodney Small - CPB Employee |
| 20/01/2023 | TSD - Albert Street Station | Workplace Health & Safety QLD - Main Office | H&S - Improvement Notice | I2005595 | QLD / PNG | Temporary scaffold stairs installed at an angle not as per manufacturer's specification | Safe System of Work | 310716 - WHSQ Regulatory Visit | 9/02/2023 | 27/01/2023 | Closed | Mark Taylor - CPB Employee |
| 19/01/2023 | TSD - Albert Street Station | Workplace Health & Safety QLD - Main Office | H&S - Improvement Notice | I2049838 | | Multiple missing handrails on scaffold and open gaps on form working decks. | Safe System of Work | 310521 - WHSQ Regulatory Visit | 3/02/2023 | 27/01/2023 | Closed | Mark Taylor - CPB Employee |

## EXECUTIVE SUMMARY

- During the reporting period, 9,274 workplace inspections were completed using the Synergy Inspection Mobile App. There is significant focus on workplace inspections involving, working in and around mobile plant, working at heights, exclusion and restricted access zones and also mobile cranes and lifting.
- CPB's total recordable injury frequency rate (TRIFR) for the quarter was 2.47, up 0.4% from 2.46 in the previous quarter. There were 7 PC1 events in Q1 2023, down from previous quarter (8). The PC1 Frequency Rate was 0.42.
- During the reporting period, CPB finalised initial development of PowerBI reporting for Safety and Health. The final product which will give line managers real time data at their fingertips, will roll out during April and May 2023. Training including multi-media video presentations for work in and around live traffic was reviewed and re-developed and will be rolled out during Q2, 2023.

## LEAD INDICATORS

### Safety Leadership Score

## REGULATORY COMPLIANCE MATTERS

| | New Matters | Ongoing Matters |
|---|---|---|
| Improvement Notices | 3 | 0 |
| Prohibition Notices | 0 | 0 |
| Infringement Notices | 0 | 0 |
| Prosecutions | 0 | 6 |

### Regulatory Compliance Summary

### Improvement Notices

Three (3) Improvement Notices were received during the quarter.

February 8, 2023 – Christchurch Metro Sports Facility – NZ

- WorkSafe NZ Inspector noticed dust blowing across Moorhouse Avenue from the project site. Improved measures to prevent dust being expelled from sand blasting tent have been implemented.

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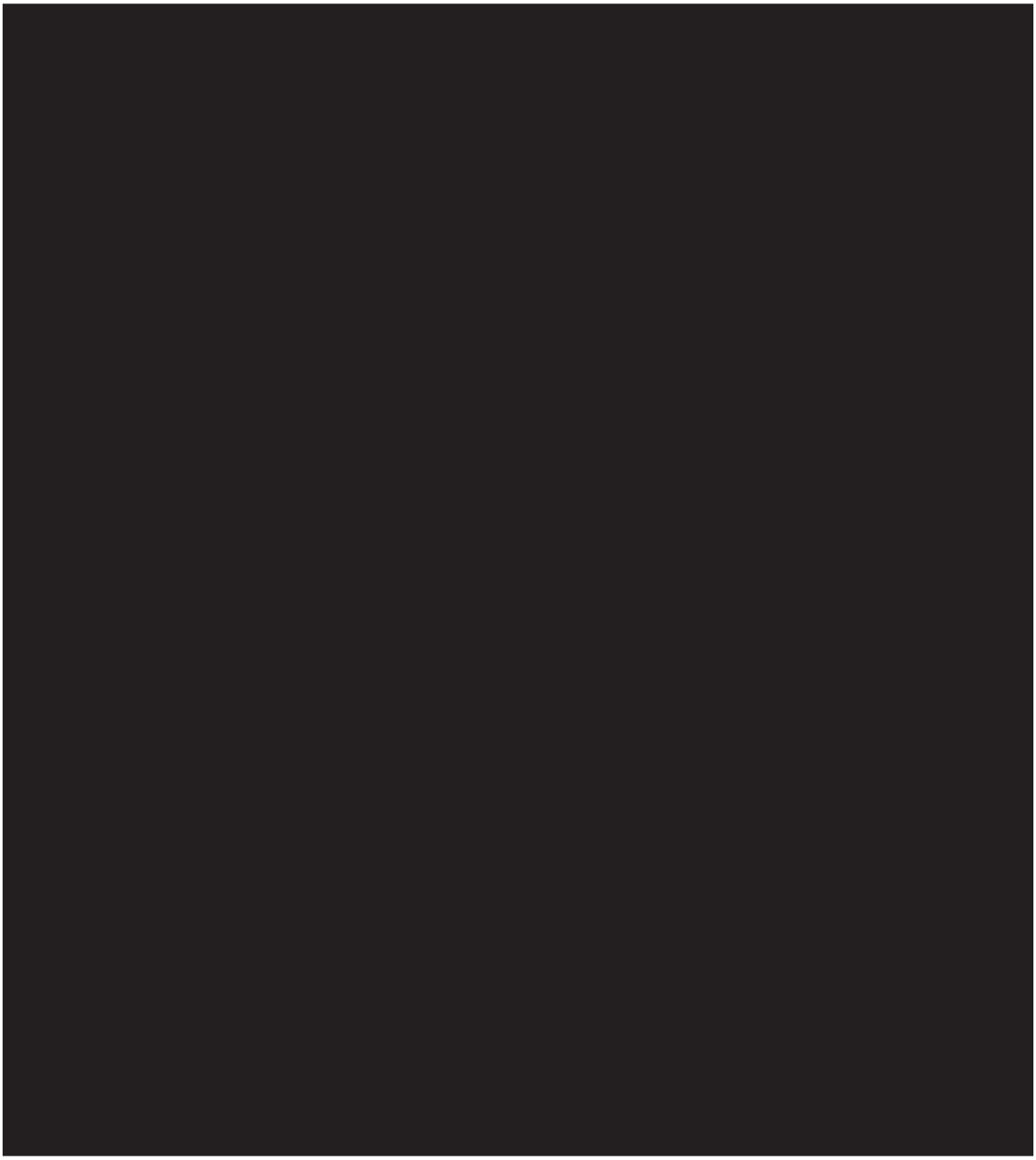
January 20, 2023 – TSD – Albert Street Station - QLD

- Temporary scaffold stairs installed at an angle not as per manufacturer's specifications.

January 19, 2023 – TSD – Albert Street Station – QLD

- Multiple missing handrails on scaffold and open gaps on form working decks.



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## HEALTH & SAFETY OUTCOMES

[redacted]

### Class One Events Potential & Actual

[redacted]

### Potential Class 1 Events

#### March 31, 2023 – NZ – Christchurch Metro Sports Facility

[redacted]

**Key Actions**

[redacted]

**Event Mechanism – Fall from Heights - OPEN**

[redacted]

- The investigation has commenced.

#### March 22, 2023 – WA & NT – NEWest – Yanchep Rail Extension Project

**Event Mechanism – Falling Objects (Formwork) - OPEN**

[redacted]

[redacted]

board.

- Investigation has commenced.

### February 13, 2023 – VIC – West Gate Tunnel Project

**Event Mechanism – Falling Objects (Formwork) - CLOSED**

[redacted]

**Key Actions**

[redacted]

### February 3, 2023 – QLD – CRR TSD Woolloongabba Station

**Event Mechanism – Unstable Load - CLOSED**

[redacted]

**Key Actions**

[redacted]

### February 2, 2023 – TMP – WestConnex 3B Rozelle Interchange

**Event Mechanism – Workers Leg Struck by Precast Pile - CLOSED**

[redacted]

**Key Actions**

[redacted]

### January 6, 2023 – NSW – Sydney Metro – SBT Project

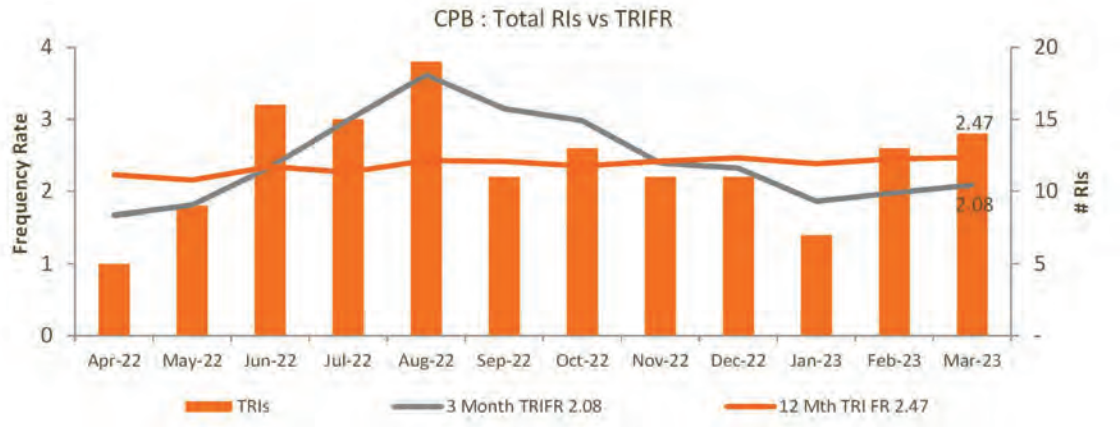
**Event Mechanism – Low Loader Rolled Away - CLOSED**

[redacted]

**Key Actions**

[redacted]

## Recordable Injuries



**General Comments**

The Total Recordable Injury Frequency Rate (TRIFR) increased from 2.46 in Q4 2022 to 2.47 in Q1 2023.

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# Board Report – Q1 2023

## Safety and Health (Q1 2023)

### Category 1: Risk Management

1. **External News**

**Lawyers Weekly –** *27.03.2023 – Employee wellbeing is now a 'positive legal obligation' – and one that needs to be met*

New definitions of concepts like psychosocial hazards have come into play within the profession in recent years, along with new legislative changes around mental health in the workplace.

**Australian employers now have a legal obligation to identify individuals and cohorts more at risk and eliminate or minimise these risks. Examples of psychosocial hazards identified by Safe Work Australia include job demands, poor support, inadequate reward and recognition, bullying and harassment, and remote working.**

And despite recent concerns around Victoria's "fundamentally broken" WorkCover program (and the potential for it to no longer cover bullying and harassment), organisations are now under legal requirement to implement a systemic process to manage health and safety risks, including mental health, according to Henry William Lawyers director and partner Lisa Berton — who said, "we are now dealing with criminal jurisdiction".

"The work, health and safety legislation across Australia requires persons, conducting business or undertakings to ensure the health and safety of their workers, so far as is reasonably practicable.

**The Guardian –** *27.03.2023 - Victoria considering blocking bullying and harassment claims for workers' compensation*

**Government looking at limiting mental health claims to just PTSD cases after $1.1bn shortfall. Workers' compensation for mental health injuries could be restricted to post-traumatic stress disorder and exclude bullying and harassment under plans being floated to rein in the growing cost of Victoria's WorkCover scheme.**

Last week the government declared the scheme "fundamentally broken" – with benefits paid to injured workers exceeding the premiums paid by business to fund the scheme by about $1.1bn a year. The government also flagged the possibility of higher premiums for businesses to help cover the cost of paying claims.

On Thursday, a government spokesperson confirmed narrowing the criteria for mental health claims is an option being canvassed at meetings with unions and businesses.

This could include limiting mental injury payouts only to workers suffering post-traumatic stress disorder, or making bullying and harassment-related claims ineligible.

Workers may also have to prove the mental health injury is almost entirely work-related and not due to external factors. Currently, an injured worker only needs to show a causal relationship between their injury and their employment.

**OHS Alert News Article –** *01.03.2023 – WHS ministers agree to new industrial manslaughter provisions, $18m fines and tougher silica laws*

**The national model WHS laws will be amended to include the offence of industrial manslaughter with a maximum fine on par with that in the country's only non-harmonised jurisdiction. Australia's WHS ministers agreed to the move yesterday, as well as to crack down on silica risks and explore an import ban on engineered stone.**

The WHS ministers – from the states, territories and the Commonwealth jurisdiction – acknowledged, at a meeting, that more must be done to prevent workplace deaths and serious injuries, and agreed by majority to adopt industrial manslaughter into the model WHS laws.

The provisions will reflect the relevant recommendation from Marie Boland's 2018-19 review of the model laws (see related article), the communiqué from the meeting shows.

That is, to apply the offence to: acts of gross negligence causing death; and the death of any individual to whom a WHS duty is owed by a PCBU or an officer.

**Sydney Morning Herald –** *23.02.2023 – Sydney council hit with workplace safety warning over yelling, ridicule and intimidation.*

**The workplace health & safety regulator has formally warned Parramatta City Council for failing to provide a psychologically safe work environment for councilors and staff following complaints about yelling, ridicule and intimidation.**

SafeWork NSW last week last hit the council with an improvement notice – now on display outside the chamber – ordering it to improve councillors' behaviours towards each other and staff within weeks or face potential prosecution and penaliies. The regulator did not identify any specific incidents or employees as being the reason for the notice.

## 2. Internal Update

### a. Project Fundamentals

Engineering and leadership foundation training, providing a fundamental understanding of everyday project delivery requirements of CPB Contractors that incubus the SHEQS functions.

**Update:** 90% of overall SHEQS content has been developed. H&S content, including Leadership, Culture, Safety Essentials, HVNL, Occupational Health and Wellbeing, Risk Management, System Accreditation is 95% and currently going through peer review. The content will be finalised with the delivery pilot roll out scheduled for Q3 2023.

### b. Sustainability Reporting

Continue the development of the digitalisation of sustainability reporting, tracking and monitoring.

**Update:** Energy Dashboard content has been developed and is scheduled to be rolled out in Q2 which will track business unit performance against 2019 BU baseline. Emission reductions from the procurement of GreenPower or onsite renewables (instead of Grid Elec), use of biodiesel (instead of diesel) will be shown as a percentage reduction compared to BAU. Project carbon offsets and carbon neutral energy products will also be reported in the Energy Dashboard to show BU emissions reduced. The Energy Dashboard will monitor and track progress toward the 2025 emissions reductions targets.

### c. SHEQS Power BI Dashboard and Reports

Develop SHEQS Power BI dashboards to optimize processes and increase our overall visibility, efficiency and performance.

**Update:** SH Power BI Dashboard development is completed with peer review to occur in April 2023 and release in May 2023. EQS functional PBI dashboards are in development. Communication and training initiatives have been scheduled for Q2 2023 to support the awareness, understanding, and implementation of the new SHEQS Power BI Dashboard. Ultimately, SHEQS Monthly Reporting will transition from a manual process to fully automated via Power BI in Q3/Q4. The real time data will provide projects with greater insight on trends to aid in decision making and improvements.

## 3. Consultation

### a. Health & Wellbeing Program

Develop and implement a Health and Wellbeing program that includes Psychosocial Hazards

**Update:** Psychosocial Hazard/Wellbeing Committee has formed with representatives from functions across the business. A CPB Wellbeing Policy has been finalised with a current focus on the review of psychosocial incidents reported (Synergy v HR classification). Project Wellbeing Plans will be drafted in conjunction with BU/ Project level Risk Assessments which will identifying work-related psychosocial hazards and factors, assessing risks and implementing effective measures to control them.

### b. One HSE Culture Survey

The CPB One HSE Culture annual survey measures the level of awareness, understanding, implementation and effectiveness of our One HSE Culture.

**Update:** The CPB One HSE Culture survey is currently being re-designed and will incorporate psychosocial questions allowing employees to share their perceptions and experiences. The One HSE Culture survey results dashboard will show results classified into 6 safety attitude factors aligned to the CPB Contractors Psychosocial Hazard and Wellbeing risk assessment.

## 4. Incident and Injury Performance

| Class 1P YTD 2023 | | Recordable Injuries YTD 2023 | |
|---|---|---|---|
| Class 1A incidents | 0 | Lost Time Injuries | 6 |
| | | Restricted Work Injuries | 2 |
| Class 1P incidents | 7 | Medical Treatment Injuries | 27 |
| | | Permanent Disabilities | 0 |

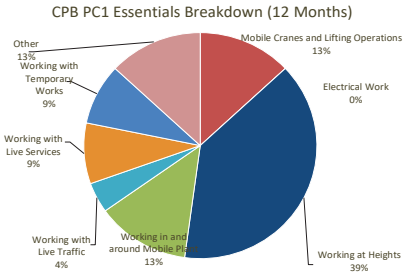



Figure 1 – Class 1P by Mechanism (12mth rolling)

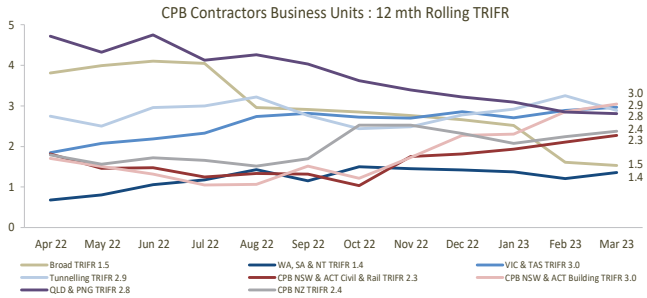



Figure 2 – TRI Frequency Rate (12mth rolling)

During Q1, seven (7) Class 1P events occurred. The CPB Senior Leadership Team has completed and/or scheduled Significant Incident Reviews for each Class 1P event with lessons learned communicated to the Business.

| Potential Class 1 Events | Summary Root Causes |
|---|---|
| **31 March 2023 – NZ – Christchurch Metro Sports Facility**<br>*Falling Object* | Unauthorised worker knocked the scaff beam |
| **30 March 2023 – VIC – NEL D&C Project**<br>*Fall from Heights* | Investigation under Legal Professional Privilege |
| **22 March 2023 – WA – NEWest YRE Project**<br>*Dropped Object (Rebar)* | Fall of object |
| **13 February 2023 – VIC – West Gate Tunnel Project**<br>*Falling Objects (Formwork)* | Fall of materials |
| **3 February 2023 – QLD – CRR TSD Woolloongabba Station**<br>*Unstable Load* | Uncontrolled load during lifting operations. |

| | |
|---|---|
| | Failure to ensure Franna counterweights were installed prior to commencing lifting operations.<br><br>Failure to comply with requirements of Safety Essential – Mobile Cranes and Lifting Operations |
| **2 February 2023 – NSW - WestConnex 3B Rozelle Interchange**<br>*Workers Leg Struck by Precast Pile* | Release of stored energy due to non-compliant storage of materials |
| **6 January 2023 - NSW – Sydney Metro – SBT Project**<br>*Low Loader Rolled Away* | Failure to apply the handbrake before exiting the vehicle |

## Category 2: Safety and Health Compliance

Figure 3 – Potential Class 1 Events 2022 / 2023

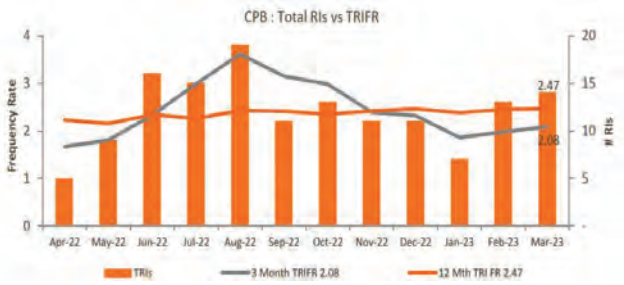
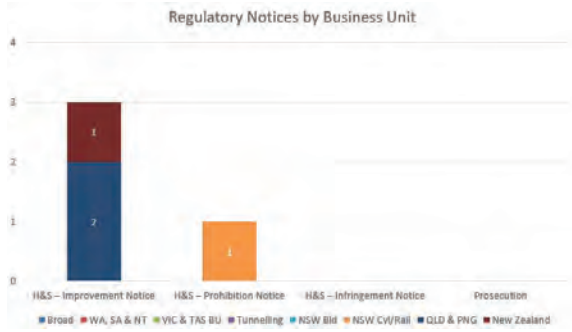



Figure 4 – Total RIs vs TRI Frequency Rate

CPB's Total Recordable Injury Frequency Rate (TRIFR) increased from 2.46 in Q4 2022 to 2.47 in Q1 2023. The Potential Class 1 Frequency Rate (PC1FR) currently sits at 0.42.

Regulatory Notices:

Three (3) Improvement Notices and one (1) Prohibition Notice were received during the quarter.




March 15, 2023 - Pitt Street Integrated Station Development – NSW

- Prohibition Notice issued by SafeWork NSW in relation to site tower crane incident. Directions provided to cease the activity of using the tower crane to load and unload until the incident is fully investigated and if required corrective actions implemented.

February 8, 2023 – Christchurch Metro Sports Facility – NZ

- WorkSafe NZ Inspector noticed dust blowing across Moorhouse Avenue from the project site. Improved measures to prevent dust being expelled from sand blasting tent have been implemented.

January 20, 2023 – TSD – Albert Street Station - QLD

- Temporary scaffold stairs installed at an angle not as per manufacturer's specifications.

January 19, 2023 – TSD – Albert Street Station – QLD

- Multiple missing handrails on scaffold and open gaps on form working decks.

## Category 3: Safety and Health Verification

Governance and assurance activities remain a key focus area for CPB Contractors in 2023, targeting the effectiveness and efficiency in construction planning and risk management process.

Critical Risk Management:
During Q1, Project Managers completed 353 critical risk reviews against a target of 225. Business Units conducted fifteen (15) critical risk reviews with scores above target.

Audit Schedule:
During Q1, nine (9) audits were planned and three (3) were conducted (33%).

Incident Management:
During Q1, seven (7) Class 1P events occurred. 100% (7/7) of the investigations and senior management reviews were completed within agreed timeframes. 1/7 Class 1P incidents are under LPP.

Action Management:
During Q1, Actions Closed on Time result was 87.9% (6933/7892) against a target of 80%.

Training:
During Q1, 26 participants completed BaTLE training. There have been 1,679 participants attend training since the program was updated in 2020. NSW developed comparative training entitled “Everyone Safe” training commenced in 2022 and has had 90 participants attend and complete the training to date.

Engagement:
During Q1, CPB Senior Leadership Team, conducted 68 (174%) Leadership Walk and Talks (LWTs) against a target of 39.

Queensland Government

Department of
**Energy and Public Works**

22 May 2023

Leticia Hough
Business Development Coordinator
CPB Contractors Pty Ltd
[redacted]

Dear Leticia

I acknowledge receipt of your latest email of 10 May 2023, in response to our request for further information.

We requested further information to demonstrate the officers of CPB Contractors Pty Limited (ABN 98 000 893 667) (CPB), who have a duty under the *Work Health and Safety Act 2011*, receive copies of any health and safety related enforcement action in a timely way, understand what the enforcement action relates to, ensure policies, procedures and process are monitored and reviewed in response to receiving any enforcement action, and that all necessary changes are implemented in a sustainable way to prevent recurrence on future projects.

The information we requested relates to how all the officers have exercised their individual due diligence duties in relation to the areas of concern we identified in our request, specifically:

1. electrical
2. traffic management
3. cranes
4. falling objects
5. access and egress
6. mobile plant
7. emergency evacuation

For each of these areas of concern, we asked for further information to demonstrate each of the officers have taken reasonable steps, as required by section 27 (5) of the *Work Health and Safety Act 2011.*

After considering all the information submitted by CPB in support of its application for prequalification, including the information provided on 10 May 2023, it is considered that you have failed to adequately address these matters and therefore we are unable, at this time, to prequalify CPB to work on Queensland Government Best Practice Principle building projects.

The assessment of your prequalification application has now been finalised and has not been approved.

This means that CPB Contractors Pty Ltd (ABN 98 000 893 667) is not eligible to tender on, or be awarded, a managing contractor contract for a Queensland Government Best Practice Principle building project.



GPO Box 2457 Brisbane
Queensland 4001 Australia

**Telephone** +617 3008 2800
**Website** www.epw.qld.gov.au

If you wish to seek a review of this decision, your request must be in writing and addressed to the General Manager Major Projects, Public Works Division, Department of Energy and Public Works via email to [redacted] within 10 business days of the date of this letter. The General Manager Major Projects will review this decision and advise you of the outcome of their review within 10 business days of receipt of your request. The decision of the General Manager Major Projects will be final.

CPB may reapply for prequalification to work on a Queensland Government Best Practice building project at any time, by making fresh application for prequalification and submitting all supporting information.

The Department of Energy and Public Works renews its offer for members of the prequalification team and a Workplace Health and Safety Queensland representative to meet the CPB officers at a mutually agreed time and date about a new application, if CPB considers that would be of assistance.

Yours sincerely

[redacted]

Logan Timms
Executive Director, Strategy – Strategy and Policy and Building Contract Management
Major Projects | Public Works Division
Department of Energy and Public Works
[redacted]

**enc.**

**Attachment 1: An assessment summary of further information provided by CPB Contractors Pty Limited**

**(1) To demonstrate the officers of CPB, who have a duty under the Work Health and Safety Act 2011, receive copies of any health and safety related enforcement action in a timely way and understand what the enforcement action relates to.**

- Insufficient information has been provided to demonstrate that officers are adequately advised of enforcement notices in a timely way and that officers understand what the enforcement action relates to.
- The information provided to the Managing Director in the Weekly SHE Report and MD PC1 Update for W/E 28/05/2020:
    - includes details about the notice
    - does not list corrective actions
    - provides a status (contested/closed)
- The template of Business Unit Quarterly SHEQ Report does not demonstrate the level of detail provided to Officers.
- No evidence of the handling of an enforcement notice in relation to any of the areas of concern has been provided.
- Insufficient evidence of board discussions in relation to enforcement notices has been provided. It is noted that a heavily redacted copy of the Work Health and Safety Review, Cross River Rail, Brisbane, 22 July 2020 that only shows the Terms of Reference was provided.
- A redacted register of regulatory notices received in 2022 and 2023 was provided.
    - CPB advise that the register is provided to directors on a weekly basis. No evidence of officers receiving a copy of the register has been provided.
    - The registers include limited information on corrective actions.
    - The registers do not contain sufficient information in the action plan column to enable officers to discuss and influence the corrective actions undertaken.

To be prequalified, CPB must provide evidence to demonstrate that the officers have received a copy of the notices (or sufficient information regarding the notices) and discussed the corrective actions to demonstrate that all necessary changes are implemented in a sustainable way to prevent recurrence on future projects.

A new application will require CPB to provide sufficient evidence from past board meetings or officer discussions and decisions, DEPW may accept a board approved template and example (applied retrospectively) of how all future regulatory notices (to demonstrate the type and nature of notices; corrective actions to be taken; trend identification and subsequent actions to prevent recurrence on future projects) will be presented to the officers and discussed.

**(2) To demonstrate the officers of CPB, who have a duty under the *Work Health and Safety Act 2011* ensure policies, procedures and process are monitored and reviewed in response to receiving any enforcement action, and that all necessary changes are implemented in a sustainable way to prevent recurrence on future projects.**

- The heavily redacted copy of the Work Health and Safety Review, Cross River Rail, Brisbane, 22 July 2020 provided only shows the Terms of Reference.
- It has been demonstrated that the Managing Director initiated a review in response to receiving the enforcement notices.
- It is noted that your response of 14 April 2023 included:

  - In early 2020, the CRR Project experienced a large number of inspections by Inspectors from Workplace Health and Safety Queensland (WorkSafe Queensland) in the prior six months. During the same period, there were more than 100 workplace entries (ROE) by WHS entry permit holders with some lasting up to six hours and involving multiple officials. Of the seventy-five (75) notices issued after CPB exercised control over the various sites, twenty-seven (27) were issued to subcontractors and forty-eight (48) were issued to CPB.
  - There were no significant corrective issues required as a result of the review, and assurance was obtained as to the appropriate implementation of the health and safety system.
- The heavily redacted report does not provide any further information regarding:
  - The enforcement notices received on the project
  - Other than to undertake a review, the report does not demonstrate the direction given by the officers (i.e., corrective actions) / what did the officers do in response to the notices or this report; or
  - verify that CPB systems have responded to the matters the subject of the notices, taken action or ensured action has been taken, and ensure actions are monitored and reviewed, where necessary to ensure they are effective in preventing recurrence.
- The extract provided of the minutes from the CPB Board of Directors meeting, 11 August 2020, identifies a discussion about the number of notices received and indicates that directors discussed the notices and proposed remedial actions. However, there is insufficient information provided to identify the remedial actions undertaken, the level of detail of the discussion, how the implementation of the actions will be monitored or if actions ensure they are effective in preventing recurrence.

- The health and safety business plan initiatives within the CPB Quarterly Health and Safety Report – (April to June 2020) shows how a number of the areas of concern were addressed in 2020 and the status of actions at that time. Five of the seven areas of concern addressed are:
  - electrical
  - traffic management
  - cranes
  - access and egress
  - mobile plant
- No further or more recent information regarding trends have been provided to demonstrate that any changes have been implemented in a sustainable way to prevent recurrence on future projects.

A new application will require CPB to demonstrate that the officers of CPB, who have a duty under the *Work Health and Safety Act 2011* ensure policies, procedures and process are monitored and reviewed in response to receiving any enforcement action, and that all necessary changes are implemented in a sustainable way to prevent recurrence on future projects.

Queensland Government

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Published Tuesday, 28 June, 2022 at 01:45 PM

Queensland Government

**Minister for Health and Ambulance Services**
The Honourable Yvette D'Ath

# $530 million for expansion of Townsville University Hospital to deliver 143 extra beds

The Palaszczuk Government will invest $530 million to deliver a major expansion of the Townsville University Hospital, as part of the largest investment in new hospitals and new beds in Queensland's history.

Health Minister Yvette D'Ath said the expansion would deliver around 143 additional beds as well as other upgrades to critical infrastructure.

"Our $530 million investment for a major expansion of the Townsville University Hospital will deliver the extra hospital beds the region needs for the future," the Minister said.

"This major expansion of the Townsville University Hospital will deliver around 143 extra beds to the region by 2026, creating around 1,276 constructions jobs.

"These new beds will tackle the ever-growing demand for health services we're seeing throughout the region and across the entire State.

"Our crucial investment in local health services is another sign of the Palaszczuk Government's commitment to funding world class health care for Queenslanders."

Member for Mundingburra Les Walker said that this investment was needed to maintain pace with population increases.

"We know the region needs a sustainable health system to keep up with the growth in demand expected over coming years," Mr Walker said.

"The expansion will include a significant boost to beds for rehabilitation and surgical patients, additional day-procedure spaces, and the relocation of the helicopter landing pad to the roof, freeing up that space for a new clinical building.

"This project alone will boost the local economy with around 1,276 jobs created during construction and is due to be completed in the second half of 2026."

Minister for Resources and Member for Townsville Scott Stewart said the record budget for the Townsville Hospital and Health Service of $1.2 billion funding in 2022-23 would assist Townsville in addressing the nationwide trend of increased demand for hospital services.

"This year's budget also funds a Rapid Access Clinic, which will assist patients with chronic conditions in getting more streamlined care, without having to present to an emergency department," Minister Stewart said.

"These investments will make a real difference and ensure that people can access to quality care, close to home."

Member for Thuringowa Aaron Harper said the additional investments in the local Townsville health network addressed issues raised during the Inquiry into the provision of primary, allied and private health care, aged care and NDIS care services and its impact on the Queensland public health system.

"As Chair of the Inquiry, we heard that Townsville University Hospital had the equivalent of two wards worth of patients awaiting either aged or disability care place," Mr Harper said.

"It's important that as a government we have embedded funding for Queensland Health's 'Long Stay Rapid Response' team which focuses on getting aged and disability care patients into more appropriate care settings.

"And in my local community, I am heartened by the funding provided for the Kirwan Health Campus project that will provide so much value to my local community and was an important election commitment to the people of Thuringowa."

**ENDS**

**Media contact:** Martin Philip 0407 675 008

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Published Tuesday, 28 June, 2022 at 11:41 AM

**JOINT STATEMENT**

**Premier and Minister for the Olympics**
The Honourable Annastacia Palaszczuk

**Minister for Health and Ambulance Services**
The Honourable Yvette D'Ath

# $1.2 billion new Bundaberg Hospital to deliver 121 new beds

The Palaszczuk Government will invest $1.2 billion to deliver a new state-of-the-art Bundaberg Hospital on a new site, as part of the largest investment in hospitals and beds in Queensland's history.

Premier Annastacia Palaszczuk said the investment was part of the Queensland Health and Hospitals Plan.

"In the lead-up to the last election in 2020, I came to Bundaberg, stood next to Tom Smith and together we committed to build a new hospital in Bundaberg," The Premier said.

"I'm back in Bundy to announce that we've delivered the funds in the State Budget to deliver on our promise.

"Already, we're getting on with the job. Planning is well underway, early works will start off-site by the end of this year, with work onsite beginning in early 2023.

"This is a significant development for Bundaberg – creating jobs, easing pressure on the Wide Bay health service and ensuring locals have better access to care when and where they need it."

Minister for Health and Ambulance Services Yvette D'Ath said the facility would add an additional 121 beds, providing a modern space tailored to the needs of the community.

"The Bundaberg region has felt the significant demand pressures of the past two years," Minister D'Ath said.

"The population is growing, it's ageing, and more people are presenting with more complex conditions than ever before.

"The new Bundaberg Hospital will expand the region's capacity with 121 new beds, ensuring the health service can continue to provide the care the community needs into the future."

The new Bundaberg Hospital is expected to open in the second half of 2027.

Member for Bundaberg Tom Smith welcomed the $1.2 billion investment and the incredible benefits the new hospital will bring for the community.

"The new Bundaberg Hospital is a game changer for our region, and will enable more locals to receive care closer to home," Mr Smith said.

"Construction of the new hospital will also provide a big boost for the local economy, with this project alone creating around 2,887 jobs during construction."

Wide Bay Hospital and Health Board (WBHHB) Chair Peta Jamieson said she was thrilled with today's announcement and the state government's continued commitment towards this project.

"It provides an opportunity for significant expansion to healthcare services capacity and capability within the region.

"It will also provide a substantial boost to the local economy, not only with the provision of construction jobs and additional clinical and support services once the new hospital is open, but also broader flow-on economic benefits that are delivered to the entire region."

WBHHS Chief Executive Debbie Carroll said she was incredibly excited for what a new Bundaberg Hospital will mean to staff and the local community.

"It's been a tough few years as we've navigated through the pandemic, so I'm pleased to see the light at the end of the tunnel shining even brighter after the state government's announcement," Ms Carroll said.

"A new Bundaberg Hospital will address rising demand in the local community by increasing access to health services and future-proof our public healthcare system to better meet the changing and growing needs of Wide Bay residents.

"The site also has ample space for future expansion of health services, when needed."

Minister D'Ath said the 2022-23 Budget provides additional funding of $9.78 billion over six years to deliver new hospitals and new beds across the state.

“The Palaszczuk Government’s additional funding of $9.78 billion for new hospitals and new beds is the largest in Queensland’s history,” Minister D’Ath said.

“The new hospitals and hospital expansion projects announced in the Budget will deliver 2,509 extra beds across Queensland, in addition to the 869 beds being delivered through our current expansion projects.

“This builds on the 1,350 additional beds we’ve opened across the state since 2015.”

**ENDS**

**Media contact:** Martin Philip 0407 675 008

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25 May 2023

Logan Timms
Executive Director, Strategy – Strategy and Policy and Building Contract Management
Major Projects | Public Works Division
Department of Energy and Public Works
GPO Box 2457, BRISBANE QLD 4001

**Confidential**

Dear Logan,

**CPB Contractors Pty Ltd (CPB) – BPP Prequalification**

I acknowledge the receipt of your letter dated 22 May 2023 and thank you for taking the time to meet with me to discuss its contents. During the meeting it was evident that we are both committed to resolving the outstanding matters for CPB Contractors Pty Ltd's (**CPB**) prequalification.

In the letter you offered a meeting with representatives of Workplace Health and Safety Queensland (WHSQ) should CPB consider that it would be of assistance. I can confirm that a productive meeting was held with Helen Burgess and John Azcune from WHSQ. Joining me for the meeting were CPB Executive Leadership Team members Graeme Silvester (General Maanger SHEQ) and Camillo Masci (Executive General Manager Building). It should be noted that Camillo is also a Director of CPB.

During the meeting a range of topics were discussed including:

- The contents of previous correspondence with the DEPW in relation to prequalification
- The depth and capability of CPB's approach in the management of safety
- The focus on Director's compliance with Section 27 of the Act

The discussion at the meeting focussed on a key matter raised in in Attachment A of the referenced letter which states that DEPW may accept a board approved template and example of how all future regulatory notices will be presented to the officers and discussed. During the discussion WHSQ advised such as solution had been accepted for other contractors in similar discussions. This is similar to what you said about others contractor being in the same position as CPB.

At the meeting it was agreed that CPB proposing a similar regime moving forward would be a welcome step and an acceptable solution. Consistent with this, CPB propose that moving forward the following is made available to WHSQ for a period to demonstrate that the embedded process meet the compliance expectations:

- Quarterly Board Reporting for Safety
- Quarterly Board Minutes for Safety
- Regulatory Notice Action Plan with Trending

- Evidence of weekly notification of Regulatory Notice Activity

Examples of this information is contained within the **attachments** to this letter. It is proposed that a regular meeting between senior members of CPB and WHS is held for a 12 month period to demonstrate compliance and evidence of the embedded processes.

We trust that this will meet DEPW's requirements.

Please consider these documents, together with the other documents CPB submitted to DEPW with its initiation application, as a re-submission of CPB's application.

Should you require any further information, please do not hesitate to contact me.

We look forward to your response.

Yours sincerely,

**Vince Sanfilippo**
General Manager, QLD & PNG
CPB CONTRACTORS PTY LIMITED

Attachment 1.  Quarterly Board Report

# Board Report – Q1 2023

## Safety, Health & Environment (Q1 2023)

### Category 1: Risk Management

1. **External News**

**Lawyers Weekly –** *27.03.2023 – Employee wellbeing is now a 'positive legal obligation' – and one that needs to be met*

New definitions of concepts like psychosocial hazards have come into play within the profession in recent years, along with new legislative changes around mental health in the workplace.

**Australian employers now have a legal obligation to identify individuals and cohorts more at risk and eliminate or minimise these risks. Examples of psychosocial hazards identified by Safe Work Australia include job demands, poor support, inadequate reward and recognition, bullying and harassment, and remote working.**

And despite recent concerns around Victoria's "fundamentally broken" WorkCover program (and the potential for it to no longer cover bullying and harassment), organisations are now under legal requirement to implement a systemic process to manage health and safety risks, including mental health, according to Henry William Lawyers director and partner Lisa Berton — who said, "we are now dealing with criminal jurisdiction".

"The work, health and safety legislation across Australia requires persons, conducting business or undertakings to ensure the health and safety of their workers, so far as is reasonably practicable.

**The Guardian –** *27.03.2023 - Victoria considering blocking bullying and harassment claims for workers' compensation*

**Government looking at limiting mental health claims to just PTSD cases after $1.1bn shortfall. Workers' compensation for mental health injuries could be restricted to post-traumatic stress disorder and exclude bullying and harassment under plans being floated to rein in the growing cost of Victoria's WorkCover scheme.**

Last week the government declared the scheme "fundamentally broken" – with benefits paid to injured workers exceeding the premiums paid by business to fund the scheme by about $1.1bn a year. The government also flagged the possibility of higher premiums for businesses to help cover the cost of paying claims.

On Thursday, a government spokesperson confirmed narrowing the criteria for mental health claims is an option being canvassed at meetings with unions and businesses.

This could include limiting mental injury payouts only to workers suffering post-traumatic stress disorder, or making bullying and harassment-related claims ineligible.

Workers may also have to prove the mental health injury is almost entirely work-related and not due to external factors. Currently, an injured worker only needs to show a causal relationship between their injury and their employment.

**OHS Alert News Article –** *01.03.2023 – WHS ministers agree to new industrial manslaughter provisions, $18m fines and tougher silica laws*

**The national model WHS laws will be amended to include the offence of industrial manslaughter with a maximum fine on par with that in the country's only non-harmonised jurisdiction. Australia's WHS ministers agreed to the move yesterday, as well as to crack down on silica risks and explore an import ban on engineered stone.**

The WHS ministers – from the states, territories and the Commonwealth jurisdiction – acknowledged, at a meeting, that more must be done to prevent workplace deaths and serious injuries, and agreed by majority to adopt industrial manslaughter into the model WHS laws.

The provisions will reflect the relevant recommendation from Marie Boland's 2018-19 review of the model laws (see related article), the communiqué from the meeting shows.

That is, to apply the offence to: acts of gross negligence causing death; and the death of any individual to whom a WHS duty is owed by a PCBU or an officer.

**Sydney Morning Herald –** *23.02.2023 – Sydney council hit with workplace safety warning over yelling, ridicule and intimidation.*

**The workplace health & safety regulator has formally warned Parramatta City Council for failing to provide a psychologically safe work environment for councilors and staff following complaints about yelling, ridicule and intimidation.**

SafeWork NSW last week last hit the council with an improvement notice – now on display outside the chamber – ordering it to improve councilors' behaviours towards each other and staff within weeks or face potential prosecution and penalties. The regulator did not identify any specific incidents or employees as being the reason for the notice.

## 2. Internal Update

### a. Project Fundamentals

Engineering and leadership foundation training, providing a fundamental understanding of everyday project delivery requirements of CPB Contractors that incubus the SHEQS functions.

**Update:** 90% of overall SHEQS content has been developed. H&S content, including Leadership, Culture, Safety Essentials, HVNL, Occupational Health and Wellbeing, Risk Management, System Accreditation is 95% and currently going through peer review. The content will be finalised with the delivery pilot roll out scheduled for Q3 2023.

### b. Sustainability Reporting

Continue the development of the digitalisation of sustainability reporting, tracking and monitoring.

**Update:** Energy Dashboard content has been developed and is scheduled to be rolled out in Q2 which will track business unit performance against 2019 BU baseline. Emission reductions from the procurement of GreenPower or onsite renewables (instead of Grid Elec), use of biodiesel (instead of diesel) will be shown as a percentage reduction compared to BAU. Project carbon offsets and carbon neutral energy products will also be reported in the Energy Dashboard to show BU emissions reduced. The Energy Dashboard will monitor and track progress toward the 2025 emissions reductions targets.

### c. SHEQS Power BI Dashboard and Reports

Develop SHEQS Power BI dashboards to optimize processes and increase our overall visibility, efficiency and performance.

**Update:** SH Power BI Dashboard development is completed with peer review to occur in April 2023 and release in May 2023. EQS functional PBI dashboards are in development. Communication and training initiatives have been scheduled for Q2 2023 to support the awareness, understanding, and implementation of the new SHEQS Power BI Dashboard. Ultimately, SHEQS Monthly Reporting will transition from a manual process to fully automated via Power BI in Q3/Q4. The real time data will provide projects with greater insight on trends to aid in decision making and improvements.

## 3. Consultation

### a. Health & Wellbeing Program

Develop and implement a Health and Wellbeing program that includes Psychosocial Hazards

**Update:** Psychosocial Hazard/Wellbeing Committee has formed with representatives from functions across the business. A CPB Wellbeing Policy has been finalised with a current focus on the review of psychosocial incidents reported (Synergy v HR classification). Project Wellbeing Plans will be drafted in conjunction with BU/ Project level Risk Assessments which will identifying work-related psychosocial hazards and factors, assessing risks and implementing effective measures to control them.

### b. One HSE Culture Survey

The CPB One HSE Culture annual survey measures the level of awareness, understanding, implementation and effectiveness of our One HSE Culture.

**Update:** The CPB One HSE Culture survey is currently being re-designed and will incorporate psychosocial questions allowing employees to share their perceptions and experiences. The One HSE Culture survey results dashboard will show results classified into 6 safety attitude factors aligned to the CPB Contractors Psychosocial Hazard and Wellbeing risk assessment.

## 4. Incident and Injury Performance

| Class 1P YTD 2023 | | Recordable Injuries YTD 2023 | |
|---|---|---|---|
| Class 1A incidents | 0 | Lost Time Injuries | 6 |
| | | Restricted Work Injuries | 2 |
| Class 1P incidents | 7 | Medical Treatment Injuries | 27 |
| | | Permanent Disabilities | 0 |

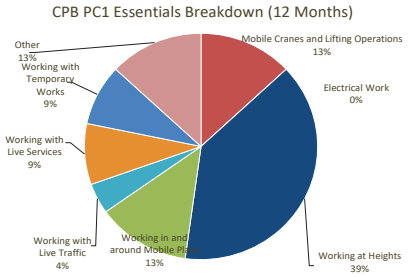



Figure 1 – Class 1P by Mechanism (12mth rolling)

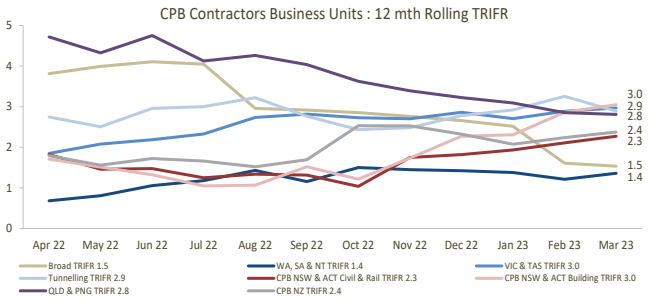



Figure 2 – TRI Frequency Rate (12mth rolling)

During Q1, seven (7) Class 1P events occurred. The CPB Senior Leadership Team has completed and/or scheduled Significant Incident Reviews for each Class 1P event with lessons learned communicated to the Business.

| Potential Class 1 Events | Summary Root Causes |
|---|---|
| **31 March 2023 – NZ – Christchurch Metro Sports Facility**<br>*Falling Object* | Unauthorised worker knocked the scaff beam |
| **30 March 2023 – VIC – NEL D&C Project**<br>*Fall from Heights* | Investigation under Legal Professional Privilege |
| **22 March 2023 – WA – NEWest YRE Project**<br>*Dropped Object (Rebar)* | Fall of object |
| **13 February 2023 – VIC – West Gate Tunnel Project**<br>*Falling Objects (Formwork)* | Fall of materials |
| **3 February 2023 – QLD – CRR TSD Woolloongabba Station**<br>*Unstable Load* | Uncontrolled load during lifting operations. |

| | |
|---|---|
| | Failure to ensure Franna counterweights were installed prior to commencing lifting operations.<br><br>Failure to comply with requirements of Safety Essential – Mobile Cranes and Lifting Operations |
| **2 February 2023 – NSW - WestConnex 3B Rozelle Interchange**<br>*Workers Leg Struck by Precast Pile* | Release of stored energy due to non-compliant storage of materials |
| **6 January 2023 - NSW – Sydney Metro – SBT Project**<br>*Low Loader Rolled Away* | Failure to apply the handbrake before exiting the vehicle |

## Category 2: Safety and Health Compliance

Figure 3 – Potential Class 1 Events 2022 / 2023

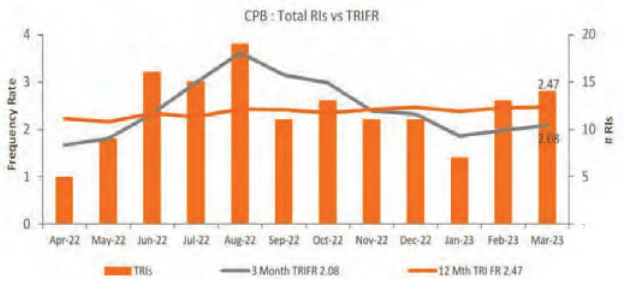
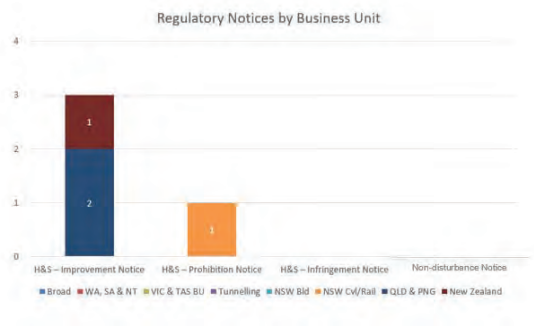



Figure 4 – Total RIs vs TRI Frequency Rate

CPB's Total Recordable Injury Frequency Rate (TRIFR) increased from 2.46 in Q4 2022 to 2.47 in Q1 2023. The Potential Class 1 Frequency Rate (PC1FR) currently sits at 0.42.

Regulatory Notices:

Three (3) Improvement Notices and one (1) Prohibition Notice were received during the quarter.




See also, the attached Regulatory Notices Spreadsheet and Regulatory Notices Trend Analysis.

Notices Issued:

March 15, 2023 - Pitt Street Integrated Station Development – NSW

- Prohibition Notice issued by SafeWork NSW in relation to site tower crane incident. Directions provided to cease the activity of using the tower crane to load and unload until the incident is fully investigated and if required corrective actions implemented.

February 8, 2023 – Christchurch Metro Sports Facility – NZ

- WorkSafe NZ Inspector noticed dust blowing across Moorhouse Avenue from the project site. Improved measures to prevent dust being expelled from sand blasting tent have been implemented.

January 20, 2023 – TSD – Albert Street Station - QLD

- Temporary scaffold stairs installed at an angle not as per manufacturer's specifications.

January 19, 2023 – TSD – Albert Street Station – QLD

- Multiple missing handrails on scaffold and open gaps on form working decks.

## Category 3: Safety and Health Verification

Governance and assurance activities remain a key focus area for CPB Contractors in 2023, targeting the effectiveness and efficiency in construction planning and risk management process.

Critical Risk Management:
During Q1, Project Managers completed 353 critical risk reviews against a target of 225. Business Units conducted fifteen (15) critical risk reviews with scores above target.

Figure 5 – Critical Risk Reviews per BU

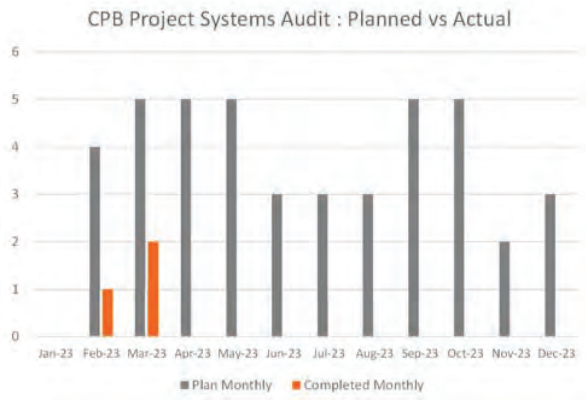



Figure 6 – Q1 Project System Audits

Audit Schedule:
During Q1, nine (9) audits were planned and three (3) were conducted (33%).

Incident Management:
During Q1, seven (7) Class 1P events occurred. 100% (7/7) of the investigations and senior management reviews were completed within agreed timeframes. 1/7 Class 1P incidents are under LPP.

Action Management:
During Q1, Actions Closed on Time result was 87.9% (6933/7892) against a target of 80%.

Training:
During Q1, 26 participants completed BaTLE training. There have been 1,679 participants attend training since the program was updated in 2020. NSW developed comparative training entitled “Everyone Safe” training commenced in 2022 and has had 90 participants attend and complete the training to date.

Engagement:
During Q1, CPB Senior Leadership Team, conducted 68 (174%) Leadership Walk and Talks (LWTs) against a target of 39.

Attachment 2.  Board Minutes

# CPB Contractors Board Meeting held on <Insert Date> - minutes

| | | |
|---|---|---|
| **Date:** | | |
| **Time:** | | |
| **Location:** | SHQ 18.01 and Videoconference | |
| **Present:** | | |
| | | |
| **Attendees:** | | |
| | | |
| **Apologies:** | | |

The minutes reflect the order in which the items were discussed

## 1. Commencement of Board meeting

### 1.1 Quorum/Apologies

The Chair **NOTED** a quorum and opened the meeting at 16:00.

The Chair welcomed everyone present along with attendees, to the meeting.

### 1.2 Declaration of Directors' Interests

The Board **NOTED** the declarations of Directors' Interests and that there were no material interests.

### 1.3 Minutes of the previous meeting

**Resolution: CPB23/03-01**

The Board **APPROVED** the minutes of the meeting held on 29 November 2022, as a true and accurate record of the meeting.

The Board **APPROVED** a circular resolution for the CPB Contractors Group Financial Statements YE 2022 on 17 February 2023.

DRAFT
Draft Worked Example

1.4 **Matters arising from previous meeting**

The Board **NOTED** the matter arising from the previous meeting held on 29 November as closed.

## 2. Safety Report

2.1 **Director activities**

A discussion was held between Directors on recent Project visits, the activities that they performed and corrective actions that have been allocated via SYNERGY.

Leadership Walk and Talks

*Visited Cross River Rail on 13 May. Attended Albert Street. Met with PM And Superintendent and walked the project. Identified 4 nonconformances:*

- *Work at heights – 3 mid-rails missing on scaffold*
- *Exclusion zone not signed appropriately*
- *Workers working under a suspended load*
- *Housekeeping needs attention*
- *Leadership Walk and Talk entered into SYNERGY and corrective actions allocated to the Project Manager*

*Visited Gold Coast Hospital Project on 4 May. Met with PM and Superintendent and attended the Pre-Start Meeting. At the meeting I spoke on Mental Health and Psychosocial Risk. Also walked the project. Identified 2 nonconformances:*

- *Separation of people and mobile plant not to our standard*
- *Emergency walkways not to our standard*
- *Leadership Walk and Talk entered into SYNERGY and corrective actions allocated to the Project Manager*

*Visited Western Sydney Airport Project on 24 May. Met with PD and General Superintendent and attended the runway Pre-Start Meeting. At the meeting I spoke on the importance of the CPB Safety Essentials. Also drove the project with the General Superintendent. I was impressed with the separation of heavy and light vehicles. Identified 2 nonconformances:*

- *Work at Heights – workers maintaining large mobile plant without adequate handrails*
- *Mixed parking of light vehicles and heavy vehicles in Plant Yard*
- *Leadership Walk and Talk entered into SYNERGY and corrective actions allocated to the Project Manager*

2.2

*Visited Sydney Metro LineWide Project. Impressed with overall project. Met with PD and General Superintendent and walked North Sydney line. Spoke to workers about the importance of respiratory protection.*

Incident reviews attended

*Significant Incident Review from Pitt Street. Supported recommendations, have asked for an independent external audit of the Project*

**Safety, Health and Environment Report**

*Mr Silvester presented the Safety, Health and Environment report. During the presentation the Directors held discussions on the following areas of the Report:*

- *Exclusion Zones, with the ongoing education and assurance activities for Exclusion and Restricted Access Zones has improved the knowledge pf*

Draft Worked Example

*people across the Business;*

- *The new Visual Guidance Materials while informative need to focus on the safety essentials first, before heading into other areas. To prioritization of these guides for Work at Heights, Falling Objects, working in and around live traffic and work near mobile plant need to be finalized first;*
- *The 2022 Shutdown / 2023 Restart – was the best introduction of this program to date in the business. While improved performance results were not as good as expected;*
- *Significant Incident Reviews presented during the quarter were finalized and recommendations to prevent recurrence supported;*
- *Safety and Health Governance and Assurance needs to be improved, as there has been a reduction in compliance to scheduled Vs actual audits conducted by Business Units;*
- *Action Management, Training and Engagement – these areas remained key points in performance across the Business.*

**Regulatory Notices Spreadsheet**

2.3

- *The register of Regulatory Notices was presented. A discussion was held on the increasing trend of notices were received for Emergency Preparedness and Response, particularly regarding access and egress in the event of an emergency.*

2.4 **Directors Discussion and Directions Given**

*The Board discussed the outcomes from the Directors Leadership Walk and Talks and Significant Incident Reviews attended. The Board also requested improvement is required in the following areas:*

- *Scheduled Vs Actual audits, and*
- *Emergency Preparedness and Response, particularly ensuring that walkways remain clear and free of obstructions.*

**Direction** – *Mr Silvester to create a Global Action in SYNERGY requiring all Project Managers to conduct an audit on Emergency Preparedness and Response to ensure that all emergency walkways are clear and free of obstruction. Mr Silvester to provide a report to Directors on the outcome of the Global Action, prior to 14 June.*

*Mr Silvester to raise concerns regarding the reduction in scheduled Vs actual audits with operational EGM's and request them to discuss with their operational GM's.*

*Mr Silvester left the meeting at 16:15*

## 3. Other Reports

3.1 **Financial Performance Report**

Mr Carrigan introduced the report and confirmed, the Directors had signed the Financial Statements for YE 2022 on 15 February 2023 and a copy had been published on the CIMIC website.

The Board **NOTED** the Financial Performance Report.

Draft Worked Example

3.2 **Human Resources Report**

The Chair mentioned that retention remains a challenge in 2023. Remuneration Review for April 2023 was approved

The Board **NOTED** the Human Resources Report.

3.3 **Communications Report**

The Chair mentioned that the CPB online story was continually improving.

The Board **NOTED** the Communications Report.

3.4 **Legal Report**

Mr Wallace introduced the Legal Report and led a discussion on current litigation.

The Board **NOTED** the Legal Report.

3.5 **Ethics & Compliance Report**

The Board **NOTED** the Ethics and Compliance Report.

3.6 **Reportable Conduct Report**

The Board **NOTED** the Reportable Conduct Report.

## 4. Other Business

There being no further business, the meeting concluded at 16:23.

Chair: Date:

Draft Worked Example

Attachment 3.  Regulatory Action Plan with Trending

**QLD & PNG - Notice of Violation List with Event and Actions**

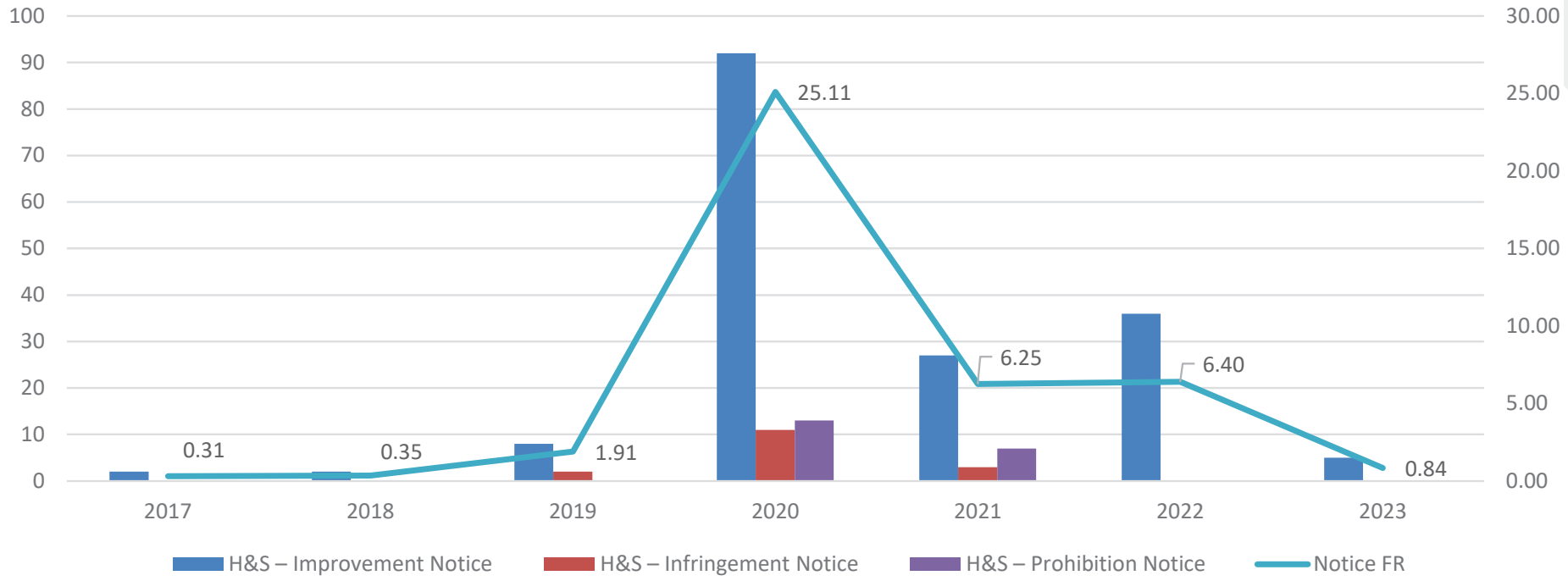
| Date Received | Business Unit | Entity | Issuing Authority | Regulatory Action | Reference Number | Comments | High Risk Category | Action Plan ID | Action Plan Title | Action Required | Action Taken | Due Date | Completion Date | Workflow Status | Assigned To |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 04/04/23 | CPB QLD & PNG | TSD - Boggo Rd Station [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2050366 | Failure to maintain emergency plan for the workplace so that it remains effective. Improvement notice has been challenged by CBGU - awaiting response. Copy of documents attached in action plan. | Emergency Preparedness and Response | 326878 | Notice Challenge I2050366 | Notice for challenge to be drafted and submitted by CBGU. | Attached copy of challenge letter and send off to WHSQ - currently awaiting response. Application to have notice overturned was unsuccessful - notice has been withheld 19/04 | 20/04/23 | 20/04/23 | Closed | Lewis Cash - CPB - Employee |
| 04/04/23 | CPB QLD & PNG | TSD - Woolloongabba Station [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | 12059869 | Notice No. 12059869, Failure to ensure incompatible hazardous substances are not stored together | Hazardous Substances | 326406 | Notice No. 12059869 | Close out notice No. 12059869, Failure to ensure incompatible substances are not stored together | Chemical container was emptied and under the guidance of the Hazardous Chemicals champion, re-stacked into the correct containers and the register updated | 18/04/23 | 18/04/23 | Closed | Rodney Small - CPB - Employee |
| 04/04/23 | CPB QLD & PNG | TSD - Woolloongabba Station [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | I2050470 | Failure for all products in chemical container to be on the applicable Haz Sub register | Hazardous Substances | 326411 | Improvement notice I2050470, failure to keep a register | As per Improvement Notice, I2050470, hazardous substance register is to be updated and located in the hazardous substance container with all chemicals located in the container on the register | Register was updated and all hazardous substances in the container added and SDS checked for compatibility | 18/04/23 | 18/04/23 | Closed | Rodney Small - CPB - Employee |
| 20/01/23 | CPB QLD & PNG | TSD - Albert Precinct - Lot 1 [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2005595 | Temporary scaffold stairs installed at an angle not as per manufacturer's specifications | Temporary Works | 310716 | WHSQ Regulatory Visit | Installation of stair system must be inspected and installed as per EOM specifications. | Stair system reinstated at prescribed pitch within the upper and lower threshold prescribed by the manufacturer | 09/02/23 | 27/01/23 | Closed | Mark Taylor - CPB - Employee |
| 19/01/23 | CPB QLD & PNG | TSD - Albert Precinct - Lot 1 [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2049838 | Multiple missing handrails on scaffold and open gaps on form working decks. | Work at Heights | 310521 | WHSQ Regulatory Visit | Close out Improvement Notice. | Evidence provided to WHSQ Inspector including hand over process for scaffolding and new Whats App Group and communications of daily / nightly record of inspection regime | 03/02/23 | 27/01/23 | Closed | Mark Taylor - CPB - Employee |
| 13/12/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2038555 | | Temporary Works | | | Provide evidance of engineering certification for and sequencing for erection and tied to precast panels. | Austral brace design and certifiaction and construct statement confriming approved erection methodology provided to inspector. | | | | |
| 25/11/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2049833 | Props are blocking access out of the exit route on the M&E shaft top deck. | Temporary Works | 302479 | Scaffold access to the eastern wall of LO M&E | Scaffold access to western wall to provide unrestricted access to L0 floor level | Scaffold was installed to allow clear access through the perimeter wall and props have been relocated to allow access through to the northern end of the ground level | 08/12/22 | 01/12/22 | Closed | Paul Head - CPB - Employee |
| 22/11/22 | CPB QLD & PNG | TSD - Albert Precinct - Lot 1 [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2052355 | A set of scaffolding stairs that was recorded in the on-site risk assessment as the emergency response to be used as stretcher stairs was found non-compliant to the Code of Practice for scaffolding. This requires scaffolding stairs to be 1000mm wide, the stairs on site was measured at approximately 850mm | Emergency Preparedness and Response | 319695 | WHSQ Regulatory Visit | Close the WHSQ Improvement Notice by providing the relevant evidence to the Regulator / Inspector by Notice due date | Scaffolding stairs replaced with stairs complying with the required 1000mm width. | 23/03/23 | 16/03/23 | Closed | Mark Taylor - CPB - Employee |
| 11/11/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2052352 | Failed to ensure the provision of training and information for truck drivers entering site. | Other | 298946 | Toolbox traffic controllers with induction requirements | Complete toolbox with the traffic controllers highlighting - Delivery driver inductions -spotter requirements - documentation completion -register completion | As per attached: -TBT on Delivery driver inductions and spotter requirements - documentation completion -register completion | 15/11/22 | 14/11/22 | Closed | Ross English - CPB - Employee |
| 27/10/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | I2049670 | No delineated access routes for workers throughout the VT Laydown Area | Work in and around Mobile Plant | 296693 | VT Laydown Layout | Establish deliniated access routes throughout the VT Laydown area | Designated pedestrian access routes have been established throughout the VT laydown area. | 07/11/22 | 04/11/22 | Closed | Ross English - CPB - Employee |
| 07/10/22 | CPB QLD & PNG | TSD - Woolloongabba Station [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2059116 | Notice issued for using unfilled water barriers Issued to CBGU JV | Work in and around Mobile Plant | 292665 | Water filled barriers to be filled with water before work commences | Water filled barrier delineation to be completed by filling the barriers with water where workers separation from plant is required Tool box talk with supervisors on the delineation requirements using water filled barriers | Barriers filled using the water truck immediately before any further work was performed. Supervisors and engineers were addressed at the supervisors daily meeting over the issue of the water filled barriers being non-compliant when not used correctly. If barriers can not hold water, they are to be removed and replaced by the hire company. | 10/10/22 | 08/10/22 | Closed | Damon Fleming - CPB - Employee |
| 07/10/22 | CPB QLD & PNG | TSD - Woolloongabba Station [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2059116 | Notice issued for using unfilled water barriers Issued to CBGU JV | Work in and around Mobile Plant | 292666 | Chemical storage cabinet non compliant | Perform an audit on the East Coast Concrete hazardous substance storage container to ensure compliance with the storage segregation requirements | Container rectified to allow compatible substances only to be stored. Work group tool box talked on the storage requirements | 10/10/22 | 10/10/22 | Closed | Damon Fleming - CPB - Employee |
| 06/10/22 | CPB QLD & PNG | TSD - Southern Area [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2059115 | Workers in the tunnel [enclosed excavation] are required to wear fit tested RPE to prevent dust inhalation. It was observed that workers were not clean shaven. | Other | 296366 | Action to Prevent Reoccurrence of Event. | Conduct a toolbox talk about the requirements to be FIT tested and clean shaven when wearing RPE. | A toolbox talk was conducted at Prestarts to remind all of their obligation to comply with all RPE requirements. | 21/11/22 | 31/10/22 | Closed | Rowan Dougherty - CPB - Employee |
| 05/09/22 | CPB QLD & PNG | TSD - Woolloongabba Station [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2036592 | SWMS and Working at Heights controls were not followed when a Tower Crane was climbed by a worker to take photos. | Work at Heights | 287673 | Manage risks associated with work at heights in association with tower crane activities , Improvement notice 12036592 | Develop a process where any person requiring access to the crane tower must seek approval from Project management and validate reasons why. | Toolbox talk delivered to the office staff about the requirements for the approval system, this was also delivered to the workforce in the Daily Prestart that is attended to by all on site | 12/09/22 | 12/09/22 | Closed | Rodney Small - CPB - Employee |
| 26/07/22 | CPB QLD & PNG | TSD - Albert Precinct - Lot 2 [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2048921 | CBGU Plant Prestart does not reflect all elements of OEM Recommended checklist | Work in and around Mobile Plant | 281457 | I2048921 - Plant Prestart inspections | Review project plant prestart inspection checklists in consultation with the plant department to determine what if any amendments are required. | The project plant team have mapped the CPB MEWP pre-starts to the OEM's and EWPA's documentation as well as creating a draft Lift Truck specific pre-start and mapped this against the CAT pre-start from the project owned forklifts. | 17/08/22 | 15/08/22 | Closed | Steve Pavlich - CPB - Employee |
| 21/07/22 | CPB QLD & PNG | TSD - Woolloongabba Road Header [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | IN - 12048630 | Provide clarity regarding the system of work for managing severe weather | Safe Systems of Work | 281485 | Communicate Manage Severe Weather Hazards Plant to the Workforces | Communicate the Manage Severe Weather Hazards Plant to the workforce and HSR | manage severe weather hazards process communicated to the HSR's and Workforce at daily pre-starts | 03/08/22 | 02/08/22 | Closed | Jerry Karati - CPB - Employee |
| 20/07/22 | CPB QLD & PNG | TSD - Albert Precinct - Lot 2 [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2036973 | Communication and compliance with rescue plan and action of procedures. | Emergency Preparedness and Response | 279862 | I 2036973 Emergency evacuation procedure | Update evacuation procedure and conduct medical evacuation drill from Scaffold. | Stretcher stairs installed on scaffold, Medical emergency drill/scenario conducted to ensure procedure and plan workers effectively. | 26/07/22 | 25/07/22 | Closed | Jason Fisher - CPB - Employee |
| 20/07/22 | CPB QLD & PNG | TSD - Albert Precinct - Lot 2 [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2036974 | Ensure supply of drinking water is maintained. | Facilities | 279855 | I2036974 supply of drinking water | Update water supply and routine to continue refill. Install cool room with ice machine and cool drinking water. Purchase of water eskies and specific location in cavern for water supply. | Supply clean fresh drinking water and routine to continue refill. Install cool room with ice machine and cool drinking water. Purchase of water eskies and specific location in cavern for water supply. | 27/07/22 | 26/07/22 | Closed | Jason Fisher - CPB - Employee |
| 19/07/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2048628 | While on site it was observed and it was recorded that only one set of structure stairs has been installed in the from working area, under section 3.2.1 of the form working code of practice, it states if a crane cant be used Two stretcher stairs are to be provided for emergency access, your crane could not access this area at the time therefore the code or better must be followed, not provided adequate emergencies access egress could expose workers to risks as a result. | Emergency Preparedness and Response | 279604 | Provided additonal stair acces to M&E Shaft | Additional access stairs required between B3 and B2. | Scaffold access stairs installed to provide secondary access/egress between B2 an B3 levels. | 23/07/22 | 22/07/22 | Closed | Gary Lawless - CPB - Employee |
| 19/07/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2048627 | While on site, the inspector observed workers coming from the tunnelling works, accessing through the work areas. Conversations with them and the tunnelling crew in charge indicated that nothing is in place to manage emergencies between both working zones. As a result, workers could be exposed to risks if the procedures are not prepared taking into account all who are affected. | Emergency Preparedness and Response | 279605 | IN I2048627 Update to ERP | Update Emergency Response Plan to include communications required between tunnels and stations. | Discussions held between Stations and Tunnels team, agreed methods of communications in place and documented on the ERP | 23/07/22 | 22/07/22 | Closed | Ross English - CPB - Employee |

| Date Received | Business Unit | Entity | Issuing Authority | Regulatory Action | Reference Number | Comments | High Risk Category | Action Plan ID | Action Plan Title | Action Required | Action Taken | Due Date | Completion Date | Workflow Status | Assigned To |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 19/07/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2048627 | While on site, the inspector observed workers coming from the tunnelling works, accessing through the work areas. Conversations with them and the tunnelling crew in charge indicated that nothing is in place to manage emergencies between both working zones. As a result, workers could be exposed to risks if the procedures are not prepared taking into account all who are affected. | Emergency Preparedness and Response | 280477 | Engineering evidence forhandrails in VT Shat | IN I2048625 Subcontractor to provide enginneering documnetation for handrails installed to the formwork deck in the VT Shaft. | Evidence provide to the regulator as requested. | 04/08/22 | 28/07/22 | Closed | Paul Head - CPB - Employee |
| 19/07/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2048627 | While on site, the inspector observed workers coming from the tunnelling works, accessing through the work areas. Conversations with them and the tunnelling crew in charge indicated that nothing is in place to manage emergencies between both working zones. As a result, workers could be exposed to risks if the procedures are not prepared taking into account all who are affected. | Emergency Preparedness and Response | 280510 | Incorrect Silica controls in place | I2048626 Inspector identified Insufficent controls in use for silica management , Training required in the form of a Toolbox to be completed. | Toolbox for both areas completed as discussed. | 04/08/22 | 28/07/22 | Closed | Paul Head - CPB - Employee |
| 19/07/22 | CPB QLD & PNG | TSD - Woolloongabba Road Header [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2036579 | Failing to ensure, so far as is reasonably practicable the provision of training and instruction for emergency procedures as evidenced by the worker being unable to effectively use the radio. | Emergency Preparedness and Response | 279653 | I2036579 - Training in radio use | Provide training in radio use and protocols to those required to operate radios | Training provided for operation of Emergency Call points and digital radios | 22/07/22 | 22/07/22 | Closed | Steve Pavlich - CPB - Employee |
| 19/07/22 | CPB QLD & PNG | TSD - Woolloongabba Road Header [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2036578 | Failure to ensure that toilets are reasonably available to each construction person. Inspectors performed an inspection of the southern tunnel, no toilets were observed inside the tunnel (750m). | Facilities | 279651 | I2036578 - Provision of toilets | Ensure toilets are supplied in the Mined ?tunnels i accordance with the CoP for amenities | Additional toilets provided in mined tunnels at Gabba | 22/07/22 | 22/07/22 | Closed | Steve Pavlich - CPB - Employee |
| 19/07/22 | CPB QLD & PNG | TSD - Woolloongabba Road Header [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2036577 | An Improvement Notice issued to a CBGU for the principal contractor for construction work has failed to ensure that an adequate supply of potable, clean and cool drinking water is reasonably available to each construction person. | Facilities | 279649 | I2036577 - Potable water | Direct Gabba Tunnels to install potable water supply in Mined Tunnels to satisfy I2036577 | Potable water supplies installed in mined tunnels and communicated to workforce | 22/07/22 | 22/07/22 | Closed | Steve Pavlich - CPB - Employee |
| 19/07/22 | CPB QLD & PNG | TSD - Roma Precinct - Structures & Operations [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | 12048629 | While on site, conversations and evidence gathered indicated that the emergency evacuation points had been changed but plan and procedures had not been updated. As a result, workers could be exposed to risks in an emergency situation. | Emergency Preparedness and Response | 279575 | Review and ammend RA6 emergency extraction plan | Review and ammend the emergency extraction plan for RA6 Adit to establish communication and coordination with stations team. Communicate via toolbox to workers required to work within RA6 adit. Provide additional emergency alert option via instalation of call point alarm at B6. | Emergency extraction plan reviewed and ammended. Toolbox delivered to workers. Call point alarm and signage affixed to wall in B6. | 28/07/22 | 21/07/22 | Closed | Adam Baker - CPB - Employee |
| 18/07/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | I2059102 | Observed, photographed, and noted, B1-B2 levels emergency access ways are partially blocked due to construction propping and an open void right next to the top of the stairs in one area. If an emergency were to occur and a worker needed to be removed from the area, there would be a risk of slips and falls due to the eccess way being partially blocked and not free flowing. Failed to ensure, so far as reasonably practicable, the provisiona and maintenance of safe systems of work is managed on site. | Emergency Preparedness and Response | 279522 | Emergency Access B1-B2 | Emergency access/egress to be in place between Levels B2.5-B3 (close of out improvement notice no. I2059102). | Additional access installed as per attached photos. Notice closed and returned to WHSQ with evidence. | 22/07/22 | 22/07/22 | Closed | Paul Head - CPB - Employee |
| 18/07/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | I2059102 | Observed, photographed, and noted, B1-B2 levels emergency access ways are partially blocked due to construction propping and an open void right next to the top of the stairs in one area. If an emergency were to occur and a worker needed to be removed from the area, there would be a risk of slips and falls due to the eccess way being partially blocked and not free flowing. Failed to ensure, so far as reasonably practicable, the provisiona and maintenance of safe systems of work is managed on site. | Emergency Preparedness and Response | 279524 | Damaged tread on stairway | Damaged stair tread which has crack must be replaced with suitable stair access (close out of improvement notice 12060925). | Scaffold stair access replaced and new scaffold inspection and tag completed. Improvement notice closed out by SSD. | 22/07/22 | 22/07/22 | Closed | Paul Head - CPB - Employee |
| 18/07/22 | CPB QLD & PNG | TSD - Woolloongabba Road Header [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2036576 | Failing to maintain two forms of clear access/egress at all time when conducting work in the BOH work area which is direct contravention with the Formwork CoP 2016. | Emergency Preparedness and Response | 279789 | I2036576 - Formwork CoP | Direct management to comply with the Formwork cod of Practice to install secondary access/egress to headwall of Northern BOH | Secondary access/egress installed to headwall of Northern BOH and standards communicated to workforce at Prestart | 25/07/22 | 24/07/22 | Closed | Steve Pavlich - CPB - Employee |
| 18/07/22 | CPB QLD & PNG | TSD - Woolloongabba Road Header [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2036575 | Failing to enforce the people/plant interaction procedure whilst working in close proximity to plant where worker did not have the appropriate equipment to communicate to the plant operator. The worker was not wearing a cap lamp to communicate to the operator nor did the worker have a radio to also communicate to the operator if/when required. | Work in and around Mobile Plant | 279788 | I2036575 - Delineation and communication in tunnel | Provision delineation between plant and people in tunnel drives and communicate the requirement to carry radios and their correct use | Delineation provided in the tunnel for a shared zone, communication standards and protocols communicated at Prestart | 25/07/22 | 24/07/22 | Closed | Steve Pavlich - CPB - Employee |
| 18/07/22 | CPB QLD & PNG | TSD - Woolloongabba Road Header [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2036574 | equipment and waste material were identified to be blocking access ways preventing workers from safely entering and exiting a workplace in normal and in an emergency situation | Emergency Preparedness and Response | 279787 | I2036574 - Housekeeping standard | Review housekeeping standards in Southern Tunnel to improve access and communicate this standard via Prestart Briefings | Housekeeping standards improved and expectations communicated at Prestart Briefings | 25/07/22 | 24/07/22 | Closed | Steve Pavlich - CPB - Employee |
| 08/07/22 | CPB QLD & PNG | TSD - Woolloongabba Road Header [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | I2036567 | Site VMP to to be reviewed and updated to reflect current practices | Work in and around Mobile Plant | 280690 | I2036567 - Gabba VMP | Review and update Gaba precinct VMP and display Improvement Notice onsite | VMP updated, notice satisfied and returned to WHSQ and IM displayed on noticeboard | 29/07/22 | 28/07/22 | Closed | Steve Pavlich - CPB - Employee |
| 23/06/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | Notice No. I2036557 | Dual access to formwork deck not installed in accordance with the Formwork Code of Practice, section 3.2.1 Entry & Exit | Emergency Preparedness and Response | 275723 | Replace ladder acces with stairs. | Remove workers from platform and replace ladder with stair access. | Stair access in place as directed. | 29/06/22 | 28/06/22 | Closed | Gerald Cairns - CPB - Employee |
| 23/06/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | Notice No. I2036557 | Dual access to formwork deck not installed in accordance with the Formwork Code of Practice, section 3.2.1 Entry & Exit | Emergency Preparedness and Response | 275725 | Place additional emergency evacuation signage M&E | Install additional signage on the working deck for emergency evacuation | Additional signage in place as required. | 29/06/22 | 30/06/22 | Closed | Ross English - CPB - Employee |
| 23/06/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | Notice No. I2036558 | Facilities for hygiene products in the portable toilets not supplied | Facilities | 275724 | Install femine containers in the site Poratloos | Install feminine hygeine containers in site portaloos | Feminine hygiene containers in site portaloos. | 29/06/22 | 30/06/22 | Closed | Ross English - CPB - Employee |
| 27/04/22 | CPB QLD & PNG | TSD - Albert Precinct - Lot 1 [Area] | Electrical Safety Office - Brisbane | H&S – Improvement Notice | Notice No. I2038359 | Improvement notice issued to CPB to ensure that when they install an electrical installation that they test and examine to ensure it is electrically safe. CPB must ensure that their workers who are performing this work are conducting the tests and examination required under the wiring rules. | Electrical Work | 268366 | Review Electrical Testing Competency Process | Review Electrical Testing Competency Process for the project and ensure it meets the requirements outlined in the Australian Standards. | Electrical Testing competency process has been drafted and sent to BU for acceptance into PMS. Attached documents as evidence. | 25/05/22 | 25/05/22 | Closed | Farren Wyper - CPB - Employee |
| 22/03/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice No. I2061669 | Cast panel installation have not been maintained | Tilt-up and precast concrete construction work | 261980 | Audit of Uplift Cranes Maintenance records to be completed. | Audit crane documentation to ensure compliance with Plant OEM inspecitons requiremnets. | Full audit of uplift cranes completed at their yard all cranes compliant that are currently working on the project. Documentation is kept in respective cranes and operators are being notified off register of compliance uplift cranes are going to introduce electronic mailing systems for daily prestart compliance and recording, also to rectify any defects in real time. | 07/04/22 | 25/03/22 | Closed | Dwaine Sneath - CPB - Employee |
| 22/03/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice No. I2061669 | Cast panel installation have not been maintained | Tilt-up and precast concrete construction work | 261982 | Crane Safe documentation to be sighted. | Copy of crane safe report to be provided prior to the return of the crane to any site location. | Crane Safe report confirmation sighted by LOC | 18/05/22 | 23/05/22 | Closed | Dwaine Sneath - CPB - Employee |
| 22/03/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice No. I2061669 | Cast panel installation have not been maintained | Tilt-up and precast concrete construction work | 261984 | Crane monthly inspections to be completed | Plant owner to provided evidence of all completed crane inspections in line with the OEM requirements. | Inspection schedule and crane safe audit confirmation provided by plant owner | 11/05/22 | 12/05/22 | Closed | Dwaine Sneath - CPB - Employee |

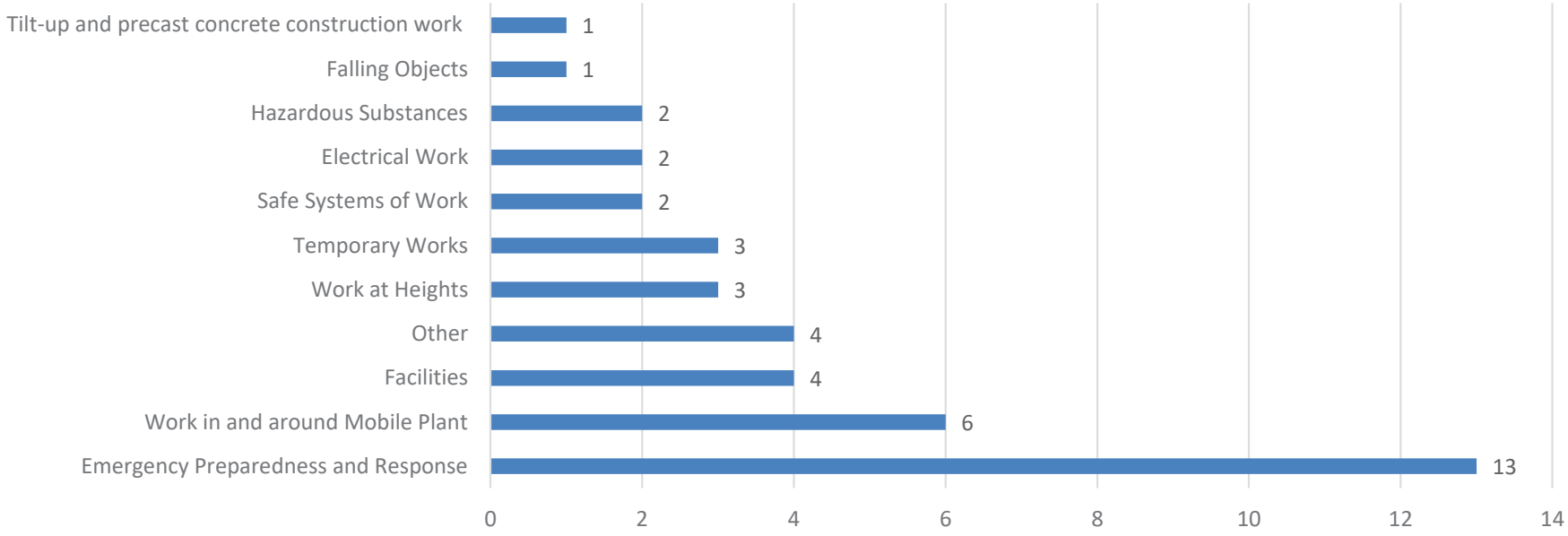
| Date Received | Business Unit | Entity | Issuing Authority | Regulatory Action | Reference Number | Comments | High Risk Category | Action Plan ID | Action Plan Title | Action Required | Action Taken | Due Date | Completion Date | Workflow Status | Assigned To |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 22/03/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice No. I2061669 | Cast panel installation have not been maintained | Tilt-up and precast concrete construction work | 261989 | Panel inspection checklist to be implemented | Panel inspection to be completed by an approved person in line with the requiremnts of the precast COP. | This check list is in place and has been amended suitably to allow for a more user friendly sheet to be implemented at site, SWMS has been checked and has the appropriate wording to allow implementation of this checklist. | 07/04/22 | 28/03/22 | Closed | Colin Walker - CPB - Employee |
| 22/03/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice No. I2061669 | Cast panel installation have not been maintained | Tilt-up and precast concrete construction work | 261993 | Update panel inspection procedur. | Panel Installation Procedure to be updated to reflect the daily inspection process and storage process. | This procedure has been checked and updated to make it more user friendly, it is being implemented on site | 07/04/22 | 28/03/22 | Closed | Colin Walker - CPB - Employee |
| 22/03/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice No. I2061669 | Cast panel installation have not been maintained | Tilt-up and precast concrete construction work | 261996 | Competent person nominated for panel inspections. | RPEQ to nominate competent person for the daily installation sign off for repetitive works. | Check sheet is now being implemented on site by the nominated person from Mulherin, copy will be sourced and uploaded once we have one. Corey Allen will manage this process along with Gerry Cairns and the Mulherin representative on site. | 07/04/22 | 28/03/22 | Closed | Colin Walker - CPB - Employee |
| 22/03/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice No. I2061669 | Cast panel installation have not been maintained | Tilt-up and precast concrete construction work | 261999 | Changeover of pins to correct pins/undamaged nominated on the design | Changeover of pins to correct pins/undamaged nominated on the design | Split pins on props to be assessed and replaced as neccessary . | 07/04/22 | 28/03/22 | Closed | Colin Walker - CPB - Employee |
| 22/03/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice No. I2061669 | Cast panel installation have not been maintained | Tilt-up and precast concrete construction work | 262000 | Austral to update drawings to show RMD system/s | Austral to update drawings to clearly documented pin use and installation requirements of the propping systems. | Austral have been contacted and asked to implement changes to their drawings, they have chosen not to in this case. They have mentioned that this causes issues with the possibility of their not being a nominated supplier of props available. They would rather say that it should be propped with a suitably capable prop and state the loading and fixings rather than the supplier | 07/04/22 | 28/03/22 | Closed | Colin Walker - CPB - Employee |
| 22/03/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice No. I2061669 | Cast panel installation have not been maintained | Tilt-up and precast concrete construction work | 262003 | Barricade area around the panel storage location. | Panel storage area to be barricaded against contact from plant and equipmnet and other works. | Barricading implemented around area see attached photographs | 07/04/22 | 28/03/22 | Closed | Colin Walker - CPB - Employee |
| 22/03/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice No. I2061669 | Cast panel installation have not been maintained | Tilt-up and precast concrete construction work | 262007 | Lift Supervisor to sign off for for precast works. | Delegated Supervisor to be authorised to sign off for precast works following installation. | Check sheets are being signed for every panel that is installed by the Mulherin and CBGUJV supervisors on site. The installation once complete is signed off by the RPEQ design engineer prior to placing concrete | 13/04/22 | 06/04/22 | Closed | Colin Walker - CPB - Employee |
| 22/03/22 | CPB QLD & PNG | TSD - Roma Precinct - Services & Fitout [Area] | Workplace Health & Safety QLD - Brisbane North Office | H&S – Improvement Notice | Notice No. I2061669 | Cast panel installation have not been maintained | Tilt-up and precast concrete construction work | 262008 | Precast Task observation to be completed. | Conduct pre-cast concrete installation task observation against SWMS and procedure to ensure this is being implemented effectively | Pre-cast concrete installation task observation against SWMS and procedure complete #70669 | 04/05/22 | 04/05/22 | Closed | Ross English - CPB - Employee |
| 11/03/22 | CPB QLD & PNG | TSD - Boggo Rd Station [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | Notice No. I2048241 | Failure to complete equipment pre-start checks in accordance with manufacturer specifications. | Other | 260266 | Completion of Generator Pre-Start Checks | Allocate responsibility for completion of daily generator pre-start checks, and document evidence (via toolbox talk or similar) to confirm CBGU workers and contractors have been communicated the importance of completing pre-start checks for all plant and equipment in accordance with manufacturer specifications | A tool box was undertaken with the site and also the CBGU Cw3 staff on site highlighting the importance of prestart to be completed on a item of plant .All parties have signed onto and understood the requirement | 18/03/22 | 15/03/22 | Closed | Darrin Gaske - CPB - Employee |
| 25/02/22 | CPB QLD & PNG | TSD - Roma Precinct - Structures & Operations [Area] | Workplace Health & Safety QLD - Main Office | H&S – Improvement Notice | Notice no I2036415 | One (1) WHSQ Inspector attended site to inspect a preserved scene following event notification of a sudden fan failure resulting in some debris, including fragments of fan blade and a maintenance inspection hatch falling approximately 6 meters to the ground. No persons were struck by debris or injured. | Other | 258218 | Respond to Notice. | Respond to Improvement Notice with objective evidence by COB March 1st. | Inspector provided with copy of fan maintenance frequency as nominated in the inspection register. | 02/03/22 | 28/02/22 | Closed | Daniel Smith - CPB - Employee |

Notice FR : Notice per million man hours worked

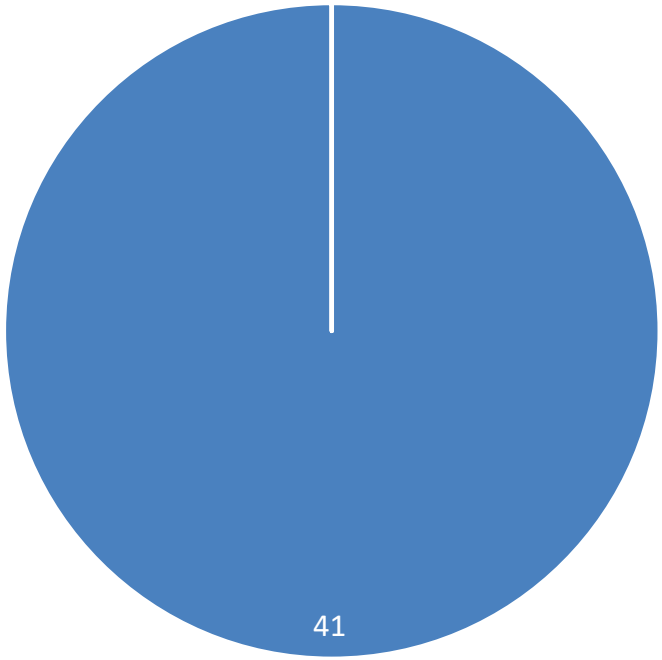
## QLD & PNG : Notices by Type vs Notice FR



## QLD & PNG : Notices by High Risk Categories (2022 & 2023 YTD)



## QLD & PNG : Notice by type

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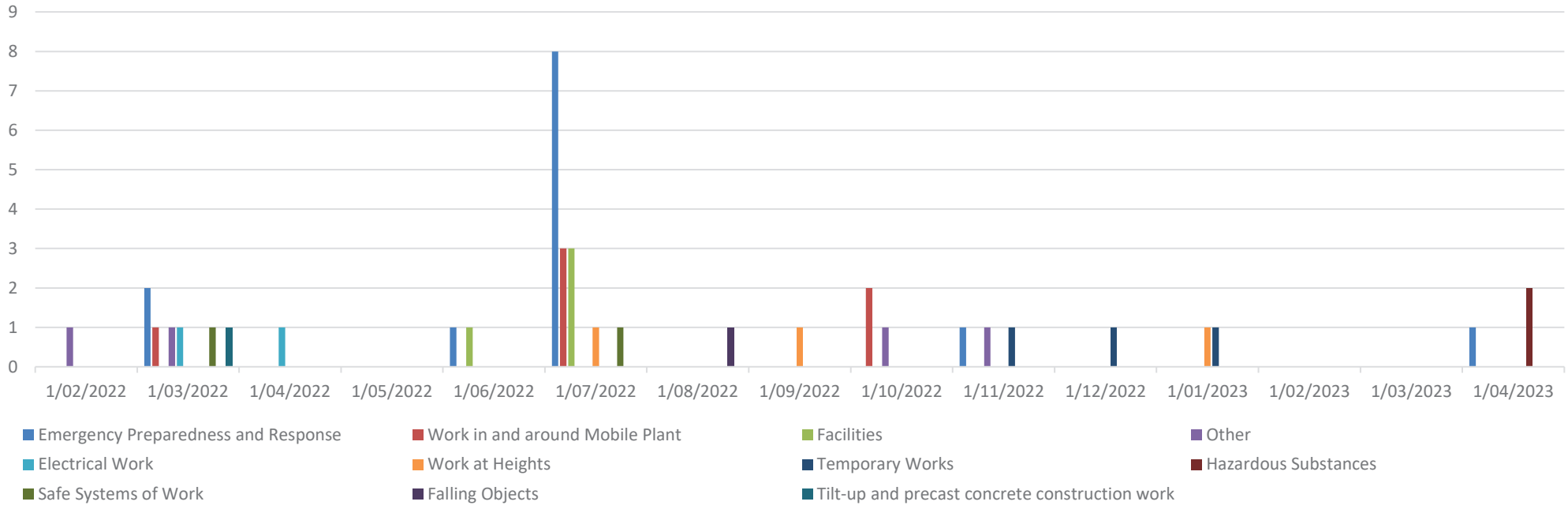
## QLD & PNG : Monthly Notices by Risk Category



Attachment 4.  Example of Weekly Reporting

## Sanfilippo, Vince

**From:** Silvester, Graeme [redacted]
**Sent:** Wednesday, 24 May 2023 12:11 PM
**To:** Silvester, Graeme
**Subject:** FW: Weekly SHE Report and MD PC1 Update W/E <Insert Date>
**Attachments:** Weekly Safety Performance Report week ending 17052023.xlsx; 17052023 MD PC1 Update 2023.pptx; Regulatory Notices Spreadsheet.pdf; Regulatory Notices Trend Analysis.pdf

Draft Template

Regards, *Graeme*


**Graeme Silvester** *FAIHS*
**General Manager**
Safety, Health, Environment
Quality, Sustainability & Rail Safety
Level 6, HQ South Tower 520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted]
**E** [redacted]
cpbcon.com.au


CPB CONTRACTORS Constructing our future together

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**From:** Silvester, Graeme [redacted]
**Sent:** Friday, 19 May 2023 2:38 PM
**To:** Spears, Jason [redacted]
**Cc:** Carrigan, Colin [redacted] Johnson, Don [redacted] O'Neill, Sarah [redacted] Masci, Camillo [redacted] Nuttall, Craig [redacted] Kalinowski, Michael [redacted] McKenzie, Stuart - CPB [redacted] Sleiman, Terry [redacted] Wallace, Jean-Paul [redacted] Adamsas, Natasha [redacted] Summers, Andrew [redacted] Jegatheesan, Senthil [redacted] Tanner, Patti [redacted] McIlroy, Glenn [redacted] Silvester, Graeme [redacted] Lake, Vanessa [redacted]
**Subject:** Weekly SHE Report and MD PC1 Update W/E 17/05/2023

Jason,

Please find the following documents attached:

1. Weekly Recordable Injury Report for the week ending the 17th May 2023.
2. MD PC1 update. Please note that where new information has been recorded it has been coloured in **green**.
3. Regulatory Notices Action Plan for the week ending 17th May 2023. Please note that where new information has been recorded it has been coloured in **green**.

**Class 1 Incidents**

- Class 1A incidents:
  0

- Class 1P incidents: 0

**Class 2 Incidents**

- Lost Time Injuries: 1
- Restricted Work Injuries: 1
- Medical Treatment Injuries: 0

**Details**

Lost Time Injury

- Tunnelling – WSA SBT Project – Worker received laceration to leg from being caught between steel structure and dislodged role pulley assembly – 15/05/2023

Restricted Work Injury

- QLD & PNG – Cross River Rail TSD Project – Worker strained back whilst unloading ATF fence panels from a 3t truck – 17/05/2023

Medical Treatment Injuries

- Nil

**During May, we have recorded the following incidents:**

- Class 1A incidents: 0
- Class 1P incidents: 3

Recordable Injuries

- Lost Time Injuries: 1
- Restricted Work Injuries: 1
- Medical Treatment Injuries: 4
- Permanent Disabilities: 0

**2023 YTD, we have recorded the following incidents:**

- Class 1A incidents: 0
- Class 1P incidents: 11

Recordable Injuries

- Lost Time Injuries: 9
- Restricted Work Injuries: 7
- Medical Treatment Injuries: 37
- Permanent Disabilities: 0

**Regulatory Notices & Action Plans 2023 YTD**

Attached spreadsheet provides details of all Regulatory Notices received YTD 2023.
The information is extracted from Synergy and all Notices (including Action Plans) are tracked to closure.

| | Received this week | Open | Under Review | Withdrawn | Closed YTD |
|---|---|---|---|---|---|
| NSW/ACT | 1 | | | | 4 |
| Vic/Tas | | | | | 2 |
| Qld/PNG | | | | | 6 |
| WA/NT | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| TMP | | | | | |
| NZ | | | | | 1 |
| Broad | | | | | |
| **Total** | **1** | **0** | **0** | **0** | **13** |

Regards, *Graeme*

**Graeme Silvester** *FAIHS*
**General Manager**
Safety, Health, Environment
Quality, Sustainability & Rail Safety

Level 6, HQ South Tower 520 Wickham Street, Fortitude Valley, QLD 4006, Australia
**T** [redacted] **M** [redacted]
**E** [redacted]
cpbcon.com.au

## Sanfilippo, Vince

**From:** Logan Timms [redacted]
**Sent:** Tuesday, 6 June 2023 5:10 PM
**To:** McIlroy, Glenn
**Cc:** Sanfilippo, Vince; Carrigan, Colin; Andrew De Zilva
**Subject:** RE: CPB Contractors - BPP Prequalification

**CAUTION:** This email originated from outside of the Organisation.

Good evening Glenn,

Thank you for reaching out and organising a time to talk with our Director-General last night and for the CPB letter dated 25th May 2023 and subsequent CPB financial analysis. DEPW has taken that letter and the additional documentation to be a new application for prequalification and have assessed all material submitted by CPB with its previous application of 5 December 2022. Thank you for your willingness to commit to the necessary Deed of Guarantee and Indemnity requirements to ensure the *PQC System – contractor financial requirements* are implemented consistently.

**I can confirm that CPB Contractors Pty Limited (ABN 98 000 893 667) is prequalified, with conditions, by the Department of Energy and Public Works** to tender for head contractor work on applicable Queensland Government Best Practice Principle Building Projects. The conditions on your prequalification are:

- the Deed of Guarantee and Indemnity (that will be forwarded separately) with CPB Contractors Pty Limited (ABN 98 000 893 667) as the contractor and CIMIC Group Limited (ABN 57 004 482 982) and CIMIC Group Investments No. 3 Pty Limited (ABN 79 653 589 649) as the Group Companies will be submitted as part of each tender for a Queensland Government building project. This includes all current tenders relating to the Queensland Health Capital Expansion Program.
- As part of CPB's prequalification application, a future process was outlined for ***Officers*** of CPB to be notified of regulatory enforcement notices as well as a process for the ***Officers*** of CPB to consider trends and corrective actions. As part of CPB's application, it also offered to hold regular meetings between senior members of CPB and WHSQ to demonstrate compliance and evidence of the embedded processes. Undertaking these meetings are a condition of CPBs prequalification and it is expected that the meetings will be attended, at a minimum by CPB's General Manager for Queensland and a Director/Officer of CPB. A senior representative of DEPW's prequalification team will also attend these meetings. To ensure that the proposed process is well implemented and that CPB's prequalification status can be maintained, these meetings will pay particular attention to:
    - the level of detail provided to the board to describe the type and nature of an enforcement notice as well as the corrective actions (immediate, site based and management system related activities)
    - the presentation of regulatory trend information to the board including:
    - type of notice (improvement, infringement, prohibition notice) over time
    - nature of the notice (for example, the individual areas of concern) over time
    - documenting the board's discussion regarding enforcement notices in particular the consideration or corrective actions, trends, providing direction to the organisation and monitoring the effectiveness of action to prevent recurrence.

  These regular 6 monthly meetings will be held for three years commencing in July 2023.

CPB will receive an email from the PQC Registrar with further details including the Official PQC Certificate.

I will touch base with Vince to work through any operational queries later this week including implementation of general prequalification commitments agreed to as part of the application.

Wishing you a pleasant evening.

Kindest Regards
Logan

# Certificate of Prequalification (PQC) for CPB Contractors Pty Limited (ABN 98000893667)

**PQC Registration Number: 4888**

**PQC Registered Address/es:**

Level 6, HQ South Tower, 520 Wickham Street, FORTITUDE VALLEY QLD 4006

Level 1, 167 Denham Street, TOWNSVILLE QLD 4810

**Issue Date: 7 June 2023**

CPB Contractors Pty Limited has been prequalified by the Department of Energy and Public Works to tender for head contractor work on applicable Queensland Government Best Practice Principle Building Projects. As a prequalified contractor the attached conditions of prequalification apply and your company details will be published on a list of prequalified contractors.

To maintain your prequalification status please advise the PQC Registrar as soon as possible of any alteration to the particulars provided in your application.

If you wish to discuss any matter relating to your registration, please contact the PQC team via email PQCRegistrar[redacted] or phone 1800 072 621.

**PQC Team**
**Major Projects**
**Department of Energy and Public Works**

**Address:** Level 10, 53 Albert Street,
Brisbane Queensland, 4001, Australia
**Telephone:** [redacted]
**Email:** PQCRegistrar[redacted]
**Website:** www.business.qld.gov.au

Queensland Government

## Conditions of prequalification

1. The Registrant acknowledges that the Queensland Government (the State) has relied upon information provided by the Registrant in granting registration to the Registrant.
2. The Registrant agrees to make available to the State, upon request, all necessary documentation held or reasonably obtainable by the Registrant supporting its initial, or any subsequent application for registration.
3. The Registrant agrees that the State may in relation to any information provided by the Registrant, undertake searches and enquiries, and/or share such information, with other relevant government entities, or with external consultants, assessors or advisors engaged by the State, and members of the BCM Industry Reference Group (IRG) to determine the Registrant's suitability and eligibility for registration (including, amongst other things, the performance and/or financial standing of the Registrant) in support of its initial application or any subsequent assessment to vary its registration status.
4. Government entities and external consultants, assessors and advisors and members of the IRG will be required to maintain confidentiality of all information received.
5. This information will not otherwise be disclosed to any other third party, without consent, unless authorised or required by law, or for the purposes of obtaining legal or financial advice, or in relation to reviews or appeals regarding prequalification status or decisions.
6. The Registrant agrees to notify the State without delay of any material changes to its business attributes, operational or management practices, and to its financial and technical capacity, which may have an effect on its registration status.
7. The Registrant agrees to participate in performance reporting processes for all Government building projects under the Prequalification (PQC) System on which the Registrant has been contracted. A performance report may result in the State reviewing, upgrading, downgrading, suspending, or cancelling the Registrant's registration.
8. The Registrant warrants that, in the event of entering into any contract with the State or a subcontract with a head contractor on a project to which the Best Practice Principles apply, it will not breach any contractual or legal requirements of the State, including but not limited to:
    a. the *Queensland Building and Construction Commission Act 1991* (Qld), including the requirement to maintain the correct licences for the work that the Registrant is registered for;
    b. the *Queensland Code of Practice for the Building and Construction Industry*;
    c. workplace health and safety, industrial relations, workers compensation and any environmental legislation;
    d. legislation that specifically applies to the building and construction industry, and
    e. government policies developed from time to time that specifically apply to procurement and/or the building and construction industry.
9. The Registrant warrants that all Significant Individuals of the Registrant are "fit and proper persons" and not "excluded individuals" as defined in the *Queensland Building and Construction Commission Act 1991*.
10. The Registrant warrants that it will keep financial records as required by the *Prequalification (PQC) System - contractor financial requirements guideline*.
11. The Registrant acknowledges that it is not entitled to tender for, or be awarded, any contract with the State, under the *Prequalification (PQC) System*, to which its *Certificate of Prequalification (PQC)*, does not provide an entitlement.
12. The *Certificate of Prequalification (PQC)*, and any registration status accorded to any Registrant shall not be regarded, taken or held out as any warranty or undertaking as to the performance of any Registrant on any construction project nor as any basis for liability by the State to make payments to the Registrant or any of its suppliers or subcontractors.
13. The State gives no warranty or undertaking of any nature to any party or person by reason of registration or the issue of the *Certificate of Prequalification (PQC)* as to a Registrant's competency, ability or fitness to undertake construction work of any nature whatsoever.
14. The State does not accept liability for any loss of any nature whatsoever occasioned by any party or person acting or refraining from acting in reliance upon any statement, advice or information contained in the *Certificate of Prequalification (PQC)* or in any way connected or associated with registration.
15. The Registrant must cease to use the *Certificate of Prequalification (PQC)* in any way, if the State advises the Registrant to do so.
16. A breach of any of these *Conditions of Prequalification (PQC)* may result in the State reviewing, downgrading, suspending, or cancelling the Registrant's registration. Notwithstanding, the State in its absolute discretion and at any time, without reference to the Registrant, may review, downgrade, suspend or cancel registration.
17. The Registrant acknowledges that the State has not made any representations or commitments to enter into any contract with the Registrant to undertake any Government building project work.

Queensland Government

Queensland Health

Enquiries to: Leanne Berwick
Director of Procurement and Contracts
Health Capital Division
Email: [redacted]
File Ref: HCD541

Mr Ross Olsen
Pre-Contracts Manager, QLD & PNG
CPB Contractors Pty Ltd
Level 6, HQ South Tower, 520 Wickham Street
FORTITUDE VALLEY QLD 4006

Email: [redacted]

Dear Mr Olsen,

**RE: Offer Number: HCD541 – New Bundaberg Hospital – Managing Contractor – Tender Clarification**

Queensland Health refers to your tender response to Invitation to Offer: HCD541 – New Bundaberg Hospital.

We understand that CPB Contractors Pty Ltd (**CPB**) has recently achieved prequalification under the Department of Energy and Public Works Best Practice Principles and Building Policy Framework. Adherence to industrial relations is of critical importance to the Queensland Government and we expect ongoing efforts from all contractors to demonstrate commitment to the Best Practice Principles and industrial harmony.

The Department of Energy and Public Works, as the holder of Queensland's industrial relations policy, has set out in its response to CPB, the specific prequalification conditions which CPB is required to comply with in order to achieve and maintain prequalification status.

As a State Government agency, Queensland Health expects that these requirements will be met, actively demonstrated and reported on throughout the duration of the Project. In line with the values of Queensland Health's Health Capital Division, we expect that a collaborative approach will be taken to towards industrial relations on our Projects.

Accordingly, Queensland Health hereby requests that CPB agree to amend its tender submission to incorporate the Department of Energy and Public Works prequalification conditions.

To address the above, could CPB please respond to this letter by no later than **9:00am, Tuesday 13 June 2023** confirming its offer to amend its tender submission to include the Department of Energy and Public Works prequalification conditions and, confirm that if awarded the contract for this Project, it will comply with these conditions in delivering its works on the Project.

**We look forward to receiving CPB's response by 9:00am, Tuesday 13 June 2023 at the following email address:** [redacted]

If you require further information, please contact the nominated Enquiries Officer.

Yours sincerely,

[redacted]

Digitally signed by James Doyle - A/Senior Director, Contracts and Procurement
Date: 2023.06.12 18:34:19 +10'00'

James Doyle
**A/Senior Director, Procurement & Contract Management**
**Health Capital Division**

12 / 06 / 2023

13 June 2023

Ref: CPB-GM-VS-00124

Mr James Doyle
A/Senior Director
Procurement & Contract Management
Health Capital Division

Dear James,

**RE: Commitment to BPP Prequalification Conditions**

We reference your tender clarification letter for HCD:541 New Bundaberg Hospital which was received on 12 June 2023.

We are pleased to confirm your understanding that CPB Contractors Pty Ltd (CPB) has achieved prequalification under the Department of Energy and Public Works (DEPW) Best Practice Principles and Building Policy Framework. This was granted by DEPW via email correspondence on 6 June 2023 and noted publicly via an update to the Queensland Government's prequalification website on 12 June 2023. We acknowledge the prequalification is conditional subject to CPB's compliance with certain DEPW requirements.

CPB confirm our agreement to the DEPW requirements and regarding your request, also commit to their inclusion into an amended tender submission. We would welcome the opportunity to partner with the Health Capital Division in delivering Bundaberg Hospital and commit our compliance to these conditions should CPB be selected to deliver the works.

We welcome any further discussion regarding our tender submission that may to assist you in concluding your process.

Yours sincerely,

[redacted]

**Vince Sanfilippo**
General Manager – QLD & PNG
CPB CONTRACTORS PTY LIMITED

**Confidential**

Enquiries to: Leanne Berwick
Director, Contracts and Procurement
Health Capital Division
Email: [redacted]
File Ref: C-ECTF-23/5834

CPB Contractors Pty Ltd
Att: Mr Ross Olsen
Precontracts Manager
Level 6, HQ South Tower
520 Wickham Street
Fortitude Valley, Qld 4006
ABN 98 000 893 667

Sent via Email: [redacted]

Dear Mr Olsen

**Letter of Acceptance**

**RE: Offer Number: HCD541 – Managing Contractor for New Bundaberg Hospital**

We refer to our Invitation to Tender (**ITT**) titled 'Capacity Expansion Program – New Bundaberg Hospital' released on 24 January 2023 as clarified or modified by:

- Addendum 1 dated 8 February 2023;
- Addendum 2 dated 10 February 2023;
- Addendum 3 dated 14 February 2023;
- Addendum 4 dated 17 February 2023;
- Addendum 5 dated 28 February 2023;
- Addendum 6 dated 28 February 2023;
- Addendum 7 dated 2 March 2023;
- Addendum 8 dated 3 March 2023;
- Addendum 9 dated 6 March 2023;
- Addendum 10 dated 7 March 2023;
- Addendum 11 dated 9 March 2023;
- Addendum 12 dated 15 March 2023;
- Addendum 13 dated 24 March 2023;

- Addendum 14 dated 4 April 2023; and
- Addendum 15 dated 4 April 2023.

We also refer to your Tender dated 14 April 2023 as clarified or modified by:

- Clarification 1 dated 4 May 2023;
- Your response to Clarification 1 dated 8 May 2023;
- Clarification 2 dated 17 May 2023;
- Your response to Clarification 2 dated 18 May 2023;
- Clarification 3 dated 23 May 2023;
- Your response to Clarification 3 dated 26 May 2023;
- Clarification 4 dated 12 June 2023;
- Your response to Clarification 4 dated 13 June 2023;
- Clarification 5 dated 13 June 2023; and
- Your response to Clarification 5 dated 13 June 2023.

We are pleased to advise that your Tender is hereby accepted, conditional upon both the parties executing a Formal Instrument of Agreement as contemplated by clause 4 of the Contract.

The key details of the Contract are as follows:

| | |
|---|---|
| Project | New Bundaberg Hospital |
| Contract Reference | HCD541 |
| Date of Acceptance of Tender | The date when the Formal Instrument of Agreement has been executed by both parties |
| Name of Principal's Representative | Priscilla Radice |
| Address of Principal's Representative | Level 1, 33 Charlotte Street, Brisbane, Qld 4000 |
| Stage One fee | [redacted] |
| Estimated Stage Two fees based on current PCCE value | [redacted] |

| | |
|---|---|
| PCCE Value | [redacted] |
| Contract bonuses | |
| Date for Practical Completion | |
| The documents comprising the Contract | |

Queensland Health acknowledges that the Managing Contractor's Tender does not include the provision of staff / workers accommodation. Queensland Health is committed to working with the Managing Contractor during Stage One to determine the most suitable pathway forward in this respect, including developing a strategy for the design and delivery of this infrastructure.

**Particular obligations under the Contract**

Pursuant to the Contract, the Managing Contractor is reminded of its obligation to ensure particular insurances are in place prior to commencement and that appropriate insurances are maintained in accordance with the Contract provisions.

The Managing Contractor is also reminded of its obligations under the *Work Health and Safety Act 2011* (Qld) as the person conducting a business or undertaking and is appointed as Principal Contractor pursuant to the *Work Health and Safety Regulation 2011* (Qld).

Furthermore, the Principal notes that the Managing Contractor, as part of its Stage One design obligations, is required to account for the fact that there are certain planning and legislative approvals which are required to be obtained as a precondition to the commencement of Early Works. As Early Works are currently nominated in the Managing Contractor's program to proceed prior to the agreement / rejection of the GCS Offer, the Managing Contractor is reminded of its obligations and the requirements under the Contract in relation to the agreement for Early Works.

**Execution of the Formal Instrument of Agreement and next steps**

Clause 4.1 of the Contract states that until a Formal Instrument of Agreement is executed by the parties, documents evidencing the parties' consensus shall constitute the Contract.

Unless the Principal advises otherwise, the Principal requires the following process for the execution of the Formal Instrument of Agreement:

- the Principal will make arrangements for the Formal Instrument of Agreement to be uploaded to a secure electronic signing platform and subsequently issued to the Managing Contractor for electronic execution;
- the Managing Contractor has 10 business days from the date the Formal Instrument of Agreement is received (or other time as may be extended by the Principal) to execute the Formal Instrument of Agreement; and
- upon receiving notification that the Managing Contractor has executed the Formal Instrument of Agreement, the Principal will attend to execution of the Formal Instrument of Agreement within 10 business days from the date of receiving notification that the Managing Contractor has executed the Formal Instrument of Agreement (or other time as may be extended by the Principal).

The Formal Instrument of Agreement will be provided in due course.

**Industrial Relations**

The Managing Contractor has recently achieved prequalification under the Department of Energy and Public Works Best Practice Principles and Building Policy Framework. Adherence to industrial relations is of critical importance to the Queensland Government and we expect ongoing efforts from all contractors to demonstrate commitment to the Best Practice Principles and industrial harmony.

The Department of Energy and Public Works, as the holder of Queensland's industrial relations policy, has set out the specific prequalification conditions which the Managing Contractor is required to comply with in order to achieve and maintain prequalification status.

As a State Government agency, Queensland Health expects that these requirements will be met, actively demonstrated and reported on throughout the duration of the Project. In line with the values of Queensland Health's Health Capital Division, we expect that a collaborative approach will be taken to towards industrial relations on our Projects.

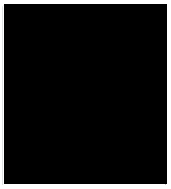
The Managing Contractor is reminded that it is required to comply with these prequalification conditions throughout the entire Contract period and that it has, by way of its Tender submission (as clarified or modified), committed to ongoing compliance with these conditions.

Furthermore, the Managing Contractor will be expected to reflect its commitment to compliance with these conditions as part of its construction management plan, which will be prepared and submitted under the Contract. Further discussions in relation to the preparation and provision of this plan and its contents will be undertaken in due course.

The contents of this Letter of Acceptance are strictly confidential and must not to be disclosed to any third party without my express written consent, or prior to a public announcement released by the State of Queensland.

We look forward to working with you on this major project, critical for ensuring enhanced clinical service delivery into the future.

Yours sincerely,



Priscilla Radice
**Deputy Director General**
Health Capital Division
Queensland Health
15/ 06 / 2023

Queensland Government

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Published Thursday, 06 July, 2023 at 11:36 AM

**JOINT STATEMENT**

**Premier and Minister for the Olympic and Paralympic Games**
The Honourable Annastacia Palaszczuk

**Minister for Health, Mental Health and Ambulance Services and Minister for Women**
The Honourable Shannon Fentiman

# Tender award paves way for Bundaberg's Big Hospital Build

- CPB Contractors has been awarded the tender to lead the design stage of the new Bundaberg Hospital.
- The $1.2 billion new hospital will deliver 121 new beds, extending capacity to the Wide Bay region, while supporting 2,880 jobs.
- It is expected to be completed in the second half of 2027.

The Palaszczuk Government has today announced CPB Contractors as managing contractor for stage one of the new $1.2 billion Bundaberg Hospital.

The Premier joined the Health Minister Shannon Fentiman and Member for Bundaberg Tom Smith to mark the major announcement, which is the next big step towards construction.

The new Bundaberg Hospital will deliver more than 121 new beds across a range of improved and expanded services such as intensive care, coronary, medical, surgical, paediatric, rehabilitation and mental health units.

It will also have an expanded emergency department and enhanced clinical support services.

It is one of three brand new hospitals announced under the Health and Hospitals Plan for some of Queensland's fastest growing communities.

Early works to establish access to the new hospital site via an extension of Johanna Boulevard, near Eggmolesse Street, were completed in March 2023.

Design and enabling works will continue this year ahead of major construction in 2024.

The new Bundaberg Hospital is expected to be completed in the second half of 2027, weather and construction conditions permitting.

The Palaszczuk Government has now awarded more than $8 billion in hospital tenders to deliver over 1,570 extra hospital beds, including:

- BESIX Watpac to deliver the $710 million  Ipswich Hospital Stage 2 Expansion, delivering an additional 200 beds
- Built QLD to deliver the $465 million QEII Jubilee Hospital Expansion, delivering an 112 additional beds
- John Holland to deliver the $530 million Logan Hospital Stage 2 Expansion project, delivering an additional 112 beds.
- John Holland to deliver the $350 million Princess Alexandra Hospital Expansion, delivering an additional 249 beds.
- Hansen Yuncken to deliver the $250 million Cairns Hospital Expansion project delivering an additional 96 beds.
- BESIX Watpac to deliver the $250 million Mackay Base Hospital Expansion, delivering an additional 128 beds.
- BESIX Watpac to deliver the $530 million Townsville University Hospital Expansion, delivering an additional 143 beds.
- John Holland to deliver Stage 1 of the $1.3 billion new Toowoomba Hospital, delivering an additional 118 beds.
- Hutchinson Builders to deliver the $360 million Prince Charles Hospital Expansion, delivering 93 extra beds.
- Multiplex Constructions to deliver the $1.148 billion Redcliffe Hospital expansion, delivering 204 extra beds.
- Multiplex Constructions to deliver the $1.3 billion new Coomera Hospital, delivering 404 extra beds.

**Quotes attributable to Premier Annastacia Palaszczuk:**

"This is big news for Bundy and the thousands of families who call this region home.

"Our government is delivering on our commitment to provide Queenslanders right around the state with better healthcare, closer to home.

"This new hospital will expand capacity in the Wide Bay Region while improving the availability of surgical, paediatric and mental health facilities for those who need it.

"But this investment isn't just about bricks and mortar – it's about creating more frontline nurse, doctor and allied health jobs for those who live and work in the region, while providing the care Queenslanders need."

**Quotes attributable to Member for Bundaberg Tom Smith:**

"Today is another landmark announcement in the construction of the Wide Bay's largest ever health infrastructure project.

“Putting a name to the company tasked with building this $1.2 billion commitment, puts to bed any doubt that we would deliver on our election promise to build Bundaberg’s brand-new Hospital.

“When completed, the new hospital will not only provide the highest quality of healthcare with additional services and strengthened university partnerships, it will also be one of the largest sites for creation of jobs and employment for Bundy locals.

“This announcement demonstrates that only the Palaszczuk Labor Government can be trusted when it comes to the delivery of world-class healthcare in Queensland.”

**Quotes attributable to the Minister for Mental Health, Health and Ambulance Services, and Minster for Women, Shannon Fentiman:**

“Right now, we are delivering the biggest program dedicated to new hospitals and new beds in Queensland’s history through our Health and Hospitals Plan.

“The Palaszczuk Government’s $1.2 billion investment in the new Bundaberg Hospital is the largest health investment the Wide Bay region has ever seen.

“As the health needs of the Wide Bay community evolve at a rapid pace, this new hospital will ensure we can continue to provide the care they need now and into the future.

“Importantly, 121 new beds at the new Bundaberg Hospital means more people can receive care closer to home.

“CPB Contractors will partner across Queensland’s health system to bring the new Bundaberg Hospital to life through innovative and modern designs based on the principles of people, place, value and technology.

“Construction of the new Bundaberg Hospital will create more than 2,880 jobs providing a massive boost to the local economy.

“This new hospital will be designed to maintain flexibility, meaning spaces can be repurposed in the future to meet the changing healthcare needs of the community.”

**Quotes attributable to Wide Bay Health and Hospital Service Chief Executive, Deborah Carroll:**

“The Wide Bay Hospital and Health Board and Service are thrilled to reach this important major milestone.

“This landmark project will transform Bundaberg and our surrounding communities, providing more beds and treatment spaces and enabling more people to receive more high-quality healthcare services closer to home.

“Our enthusiastic WBHHS staff – both clinical and non-clinical – are looking forward to working with CPB Contractors to progress this game changing project.”

**Background information**

For more information about the new Bundaberg Hospital project, please visit New Bundaberg Hospital project | Queensland Health.

Based on the Queensland Government-preferred two stage managing contractor model, CPB Contractors will deliver the detailed design for the project in Stage 1.

CPB Contractors must deliver a value for money guaranteed price for the project before main works construction begins in Stage 2.

Artists impressions: https://www.dropbox.com/scl/fo/8e65bs4yenrdut4or1ii2/h?dl=0&rlkey=550004ph2s49ahn2jx0xjhbz6 (https://www.dropbox.com/scl/fo/8e65bs4yenrdut4or1ii2/h?dl=0&rlkey=550004ph2s49ahn2jx0xjhbz6)

ENDS

Media contact: Natarjsha Kramer - 0456 436 934

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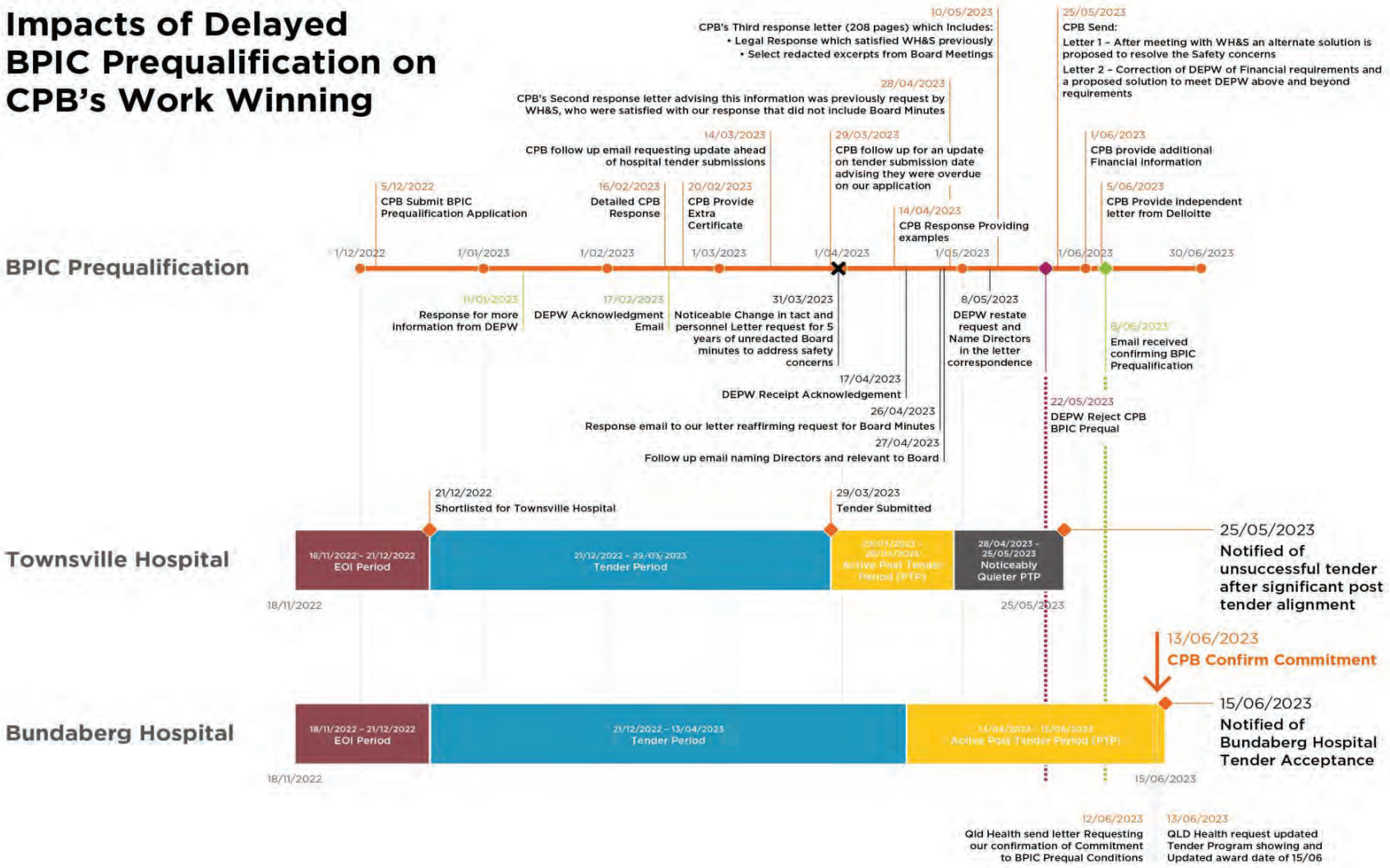
The State of Queensland 1997-2026 (Department of the Premier and Cabinet)

Queensland Government (https://www.qld.gov.au/)

# Impacts of Delayed BPIC Prequalification on CPB's Work Winning



15 January 2025

**PRIVATE & CONFIDENTIAL**

Mr Adam Langford
33 Hill Parade
Clontarf QLD 4019

Dear Adam

**Re: Termination of Employment**

The purpose of this letter is to advise you of the conclusions of the investigation and the Show Cause process arising from Allegations relating to your conduct on 16 November 2024 as set out in the letter to you dated 22 November 2024.

As you are aware, CPB Contractors Pty Ltd (**CPB**) appointed Nicole Watson (**Investigator**) to conduct a fact-finding investigation into the allegations relating to your conduct and as a result you were provided with a Show Cause letter dated 8 January 2025 (**Show Cause Letter**).

The Show Cause Letter notified you that based on the seriousness of your conduct (identified in the letter) CPB's preliminary view was that your employment should be summarily terminated. The Show Cause Letter afforded you the opportunity to respond to the Allegations and explain why the proposed disciplinary action should not be imposed.

On 10 January 2025, you met with the Investigator in order to provide your response to the Show Cause letter. At the conclusion of that meeting you were advised that the subsequent information you had provided would be submitted to the decision-maker for final consideration.

CPB has relied on all information gathered throughout the investigation and show cause processes and is satisfied of the following matters:

CPB considers that by your conduct:

- you had clear intentions to deny the MARR crane crew's access at the Boggo Road site and conveyed your intentions to members of the MARR crane crew as well as Boggo Road Supervisors prior to Saturday 16 November 2024;
- you attempted to and through your actions succeeded in causing the MARR crane crew not to enter the Boggo Road site on the morning of Saturday 16 November 2024;
- while there is insufficient evidence to conclude the allegation of intimidation and harassment, there is sufficient evidence to conclude that through direct consequences of your actions as stated above, the MARR crane crew did not perform the contracted pre-scheduled works on 16 November 2024. It has therefore been substantiated that this outcome is a direct result of your engagement with the MARR crane crew and your actions;
- you overstepped the boundaries of your duties and responsibilities as set forth in your employment agreement dated 29 August 2023 and as a result acted beyond your authority as a CPB employee.
- your actions caused interference with the contractual relations between the CBGU JV (of which

CPB is a party) and MARR's resulting in injury, loss and damage.

- you fundamentally breached your contract of employment; dated 29 August 2023;
- you engaged in serious and willful misconduct;
- you repudiated your contract of employment with CPB by fundamentally breaching your obligations to act in good faith and in the best interests of your employer in the course of your employment;
- you Breached CIMIC's Workplace Behaviour Policy – Clauses 2 and 3 in that:

  Clause 2 - General standards of workplace behaviour states:

  *"All individuals covered by this policy are required to:*
  - *Comply with all lawful and reasonable directions from authorised officers of the Group;*
  - *Comply with all laws, contracts, Group policies, procedures and the Code;*
  - *Adhere to safety rules and cooperate with the Group in the interests of work health and safety. " ; and*

  Clause 3 – Unacceptable workplace behaviour states

  *"The Group does not tolerate the following behaviours in Group workplaces or any other conduct that is prohibited by this Policy or is otherwise unlawful:*
  *….*
  *Hostile workplace environments….*
  *…*
  *The behaviour listed above are unacceptable and unlawful and the Group has a legal obligation to eliminate this conduct as far as possible. All persons covered by this Policy are expected to adhere to obligations under all applicable laws in the relevant jurisdiction at all relevant times.*
  *…*
  *Any persons found to have breached this policy by displaying any of these behaviours may be subject to disciplinary action."*

- you breached CIMIC's Group Code of Conduct – Clauses 2.2 and 5 in that:

  Clause 2.2 – Working with one another states:

  *"The Group strives to: create a safe, healthy, supportive and positive working environment where Employees are treated fairly and with respect";* and

  Clause 5 – Working with third parties states:

  *"Subcontractors and other third parties with whom the Group works can make a significant contribution to our success. We aim to have effective business relationships with subcontractors and other third parties and the Group will only work with such third parties if it's reasonably satisfied that the relevant third party will comply with tis code or another code containing equivalent standards of behaviour."*

- You breached your CPB Employment Contracted dated 29 August 2023 in that:

  Clauses 2.6 states:

  *"You will perform the duties associated with your classification, as assigned to you from time to time, as well as any other duties reasonably required by the company, which you are capable of performing. You will perform these duties:*

  *(1) by acting always in the best interests of the company and its related bodies corporate as defined in the Corporations Act 2001 (Cth) (Group);*

  *(2) with all due care and skill, and to the best of your knowledge and abilities;*

  *(3) by co-operating with and carrying out all lawful orders and directions of the*

*company…and at all times acting faithfully, honestly and diligently, and so as not to compromise the company's trust and confidence in you;*

*(4) by carrying out such duties…that are within the limits of your skill, competence and training as determined by the company, and carrying out work that you may not normally perform, so as to satisfy the company's ID Code CPB Contractors Pty Ltd ….. requirements and/or to overcome other operational problems, provided that the company determines that you have the required skills to perform the relevant work;*

*(5) by behaving with courtesy and respect for other employees, and not engaging in conduct that may bully, intimidate, harass or otherwise offend against discrimination and other laws protecting employees' welfare in the workplace;*

*…*

(7) *by not using your position for an improper purpose; and*

*(8) by acting always within the levels of authority delegated by the company."*

Clause 13.2 - Termination without Notice states:

*(1) "Without limiting any rights the company may have at common law, the company may terminate your employment at any time without notice, or payment in lieu of notice, if you:*

*(a) are involved in serious misconduct …,*

*(b) breach any material provision of this contract of employment including in relation to your duties, or dealing with confidential information,*

*(c) ….*

*(d) refuse to obey or comply with a reasonable and lawful direction of the company,*

*(e) engage in any conduct which in the company's reasonable opinion could cause material damage to the profitability, viability, reputation or business interests of any CIMIC Group the company,*

*(f) are found to have materially breached any the company policies relating to the company's or the CIMIC Group's business, …."*

CPB considers your conduct to be serious misconduct. CPB has therefore decided to summarily terminate your employment, effective 5.00pm Wednesday 15 January 2025.

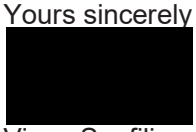
Your final pay will include any:

- outstanding unpaid wages owing to you up to and including the termination date;
- accrued but untaken annual leave as at the termination date; and
- accrued but untaken RDOs as at the termination date.

I would like to remind you that your obligations in relation to confidentiality continue to apply. This means you must keep the Allegations, the investigation and the outcomes, including the matters raised in this letter, confidential. You can, however, discuss the matter with a professional advisor. Any such advisor is also required to maintain confidentiality. I also wish to remind you that it is unlawful for any person to victimise or retaliate against another person as a result of their involvement in the Complaint/investigation.

We appreciate that this may be a difficult time for you and accordingly we would like to extend to you access to the Employee Assistance Program over the next month and encourage you to make contact with them on 1800 056 076 to support you through this difficult time.

Yours sincerely



Vince Sanfilippo
**General Manager, QLD & PNG**

21 November 2024

**PRIVATE & CONFIDENTIAL**

Richard Atutolu
8 Dewar Drive
Loganholme Qld 4129

Dear Richard,

**RE: TERMINATION OF EMPLOYMENT**

The purpose of this letter is to advise you of the conclusions of the investigation and the Show Cause process arising from the Allegations made by Stephen Hilton and Moe Borhani (the **Complainants**) relating to your conduct on 2 October and 3 October 2024 as set out in the letters to you dated 4 and 10 October 2024.

As you are aware, CPB Contractors Pty Ltd (**CPB**) appointed Nicole Watson (**Investigator**) to conduct a fact-finding investigation into allegations relating to your conduct and as a result you were provided with a Show Cause letter dated 29 October 2024 (**Show Cause Letter**).

The Show Cause Letter notified you that based on the seriousness of your conduct (identified in the letter) CPB's preliminary view was that your employment should be terminated. The Show Cause Letter afforded you the opportunity to respond to the Allegations and explain why the proposed disciplinary action should not be imposed.

Despite repeated requests and directions to meet with you in person or to receive a written response to the Show Cause Letter, those efforts were unsuccessful. Due to the multiple failed attempts to obtain your response, our email of 13 November 2024 advised that the show cause process would conclude at 4:00 PM on 15 November 2024. The process was subsequently concluded at that time and referred to the decision-maker for consideration.

CPB has therefore relied on the information available to it regarding the investigation and is satisfied of the following matters:

CPB considers that by your conduct you:

- Attempted to incite violence in the Workplace; and/or
- Demonstrated a willingness to act in breach of your statutory obligations as a worker in breach of section 28 of the *Work Health and Safety Act 2011* (Qld) (**WH&S Act**); and/or
- Exposed yourself and others to a risk to health and safety in the workplace; and/or
- Breached your obligations as a worker under section 28 of the WH&S Act; and/or
- Exposed CPB and its officers and directors to unacceptable legal and other risks; and/or
- Fundamentally breached your obligations to act in good faith and in the best interests of your employer in the course of your employment; and/or
- Breached section 13.2 (1.d and 1.f) of your employment contract with CPB, dated 29 August 2023; and/or
- Breached CIMIC Group Code of Conduct – including in particular clause 2.1 “The provision of a safe and healthy working environment for all Employees and those under the Group’s care is vital”; and “You must be observant of safety issues and comply with all applicable rules, laws and regulations”; and/or
- Breached CIMIC Workplace Behaviour Policy which provides that:-

"All individuals are expected to "Behave in a way that creates a safe, respectful and inclusive environment and prioritises looking after the safety of others".

CIMIC's Workplace Behaviour Policy also lists "harassment" (clause 3.2) and creating a "hostile work environment" (clause 3) as conduct which is prohibited and otherwise unlawful.

Clause 3 of the policy further states:

- "The Group has a legal obligation to eliminate this conduct as far as possible"…and

- "…any person found to have breached this Policy by displaying any of these behaviours may be subject to disciplinary action."; and/or

- Breached the Workplace Behaviour Policy by:-
    - Failing to comply with all applicable laws, contracts and Group policies and procedures
    - Failing to comply with all lawful and reasonable directions from your manager, supervisor and other authorised officers of the Group; and/or
- Constituted:
    - aggressive or intimidating conduct;
    - belittling or humiliating comments; and/or
- Constituted unlawful workplace bullying. Both the Fair Work Act and CIMC's Workplace Behaviour Policy lists (Clause 3) "aggressive or intimidating conduct" as being unreasonable behaviour and therefore a form of Bullying; and/or.
- Constituted unlawful workplace harassment:
    - CIMIC's Workplace Behaviour Policy (clause 3.2) state that Harassment in the workplace is unlawful is any type of behaviour that generally:
        - is unwelcome or unwanted by the recipient and which offends, insults, humiliates or intimidates them; and

where a reasonable person, having regard to the circumstances, would anticipate the possibility that the behaviour might offend, insult, humiliate or intimidate the person being harassed.

CPB considers your conduct to be serious misconduct. CPB has therefore decided to terminate your employment, effective 5.00pm Thursday 21 November 2024.

Your final pay will include any:

- outstanding unpaid wages owing to you up to and including the termination date;
- accrued but untaken annual leave as at the termination date; and
- accrued but untaken RDOs as at the termination date.

I would like to remind you that your obligations in relation to confidentiality continue to apply. This means you must keep the Allegations, the investigation and the outcomes, including the matters raised in this letter, confidential. You can, however, discuss the matter with a professional advisor. Any such advisor is also required to maintain confidentiality. I also wish to remind you that it is unlawful for any person to victimise or retaliate against another person as a result of their involvement in the Complaint/investigation.

We appreciate that this may be a difficult time for you and accordingly we would like to extend to you access to the Employee Assistance Program over the next month and encourage you to make contact with them on 1800 056 076 to support you through this difficult time.

Yours sincerely

Vince Sanfilippo
**General Manager – QLD & PNG**
**CPB Contractors Pty Limited**

6 December 2024

**PRIVATE & CONFIDENTIAL**

Mr. Sean Korostovetz

C/O CPB Contractors Pty Ltd

Dear Sean,

**RE: TERMINATION OF EMPLOYMENT**

The purpose of this letter is to advise you of the conclusions of the investigation and the Show Cause process arising from Allegations relating to your conduct on 4 October 2024 as set out in the letter to you dated 9 October 2024.

As you are aware, CPB Contractors Pty Ltd (**CPB**) appointed Michael O'Brien (**Investigator**) to conduct a fact-finding investigation into the allegations relating to your conduct and as a result you were provided with a Show Cause letter dated 18 November 2024 (Show Cause Letter).

The Show Cause Letter notified you that based on the seriousness of your conduct (identified in the letter) CPB's preliminary view was that your employment should be summarily terminated. The Show Cause Letter afforded you the opportunity to respond to the Allegations and explain why the proposed disciplinary action should not be imposed.

On 20 November 2024, we received your response to the Show Cause Letter. After careful evaluation of the comments received, we found the substantiated findings of the investigation report to be upheld. This was communicated to you in our letter dated 28 November 2024, where we advised that this now concluded the show cause process and that we were transferring the matter to the decision-maker for their final consideration.

CPB has relied on all information gathered throughout the investigation process and is satisfied of the following matters:

CPB considers that by your conduct you:

- you fundamentally undermined the trust and confidence that sits at the foundation of your employment relationship with CPB; and/or
- you have fundamentally breached your contract of employment; and/or
- you have engaged in serious and willful misconduct; and/or
- you have repudiated your contract of employment with CPB; and/or
- you have engaged in conduct that may have contravened section 28 of the Work Health & Safety Act 2011 (Qld) and in so doing you also acted in reckless disregard for the safety of your fellow workers on the CRR Project; and/or
- you demonstrated a willingness to act in breach of your statutory obligations as a worker in breach of section 28 of the *Work Health and Safety Act 2011* (Qld);
- you exposed yourself and others to a risk to health and safety in the workplace;
- you exposed CPB and its officers and directors to unacceptable legal and other risks;

- you fundamentally breached your obligations to act in good faith and in the best interests of your employer in the course of your employment;
- you breached Company policies and procedures in breach of the provisions of your contract of employment;
- you breached the CIMIC Group Code of Conduct – including in particular clause 2.1 "The provision of a safe and healthy working environment for all Employees and those under the Group's care is vital"; and "You must be observant of safety issues and comply with all applicable rules, laws and regulations";
- you breached CIMIC Workplace Behaviour Policy which provides that:-

  "All individuals are expected to "Behave in a way that creates a safe, respectful and inclusive environment and prioritises looking after the safety of others".

  Clause 3 of the policy further states:

  - "The Group has a legal obligation to eliminate this conduct as far as possible"…and
  - "…any person found to have breached this Policy by displaying any of these behaviours may be subject to disciplinary action."
- Breached the Workplace Behaviour Policy by:-
  - Failing to comply with all applicable laws, contracts and Group policies and procedures
  - Failing to comply with all lawful and reasonable directions from your manager, supervisor and other authorised officers of the Group.

CPB considers your conduct to be serious misconduct. CPB has therefore decided to summarily terminate your employment, effective 5.00pm Friday 6 December 2024.

Your final pay will include any:

- outstanding unpaid wages owing to you up to and including the termination date;
- accrued but untaken annual leave as at the termination date; and
- accrued but untaken RDOs as at the termination date.

I would like to remind you that your obligations in relation to confidentiality continue to apply. This means you must keep the Allegations, the investigation and the outcomes, including the matters raised in this letter, confidential. You can, however, discuss the matter with a professional advisor. Any such advisor is also required to maintain confidentiality. I also wish to remind you that it is unlawful for any person to victimise or retaliate against another person as a result of their involvement in the Complaint/investigation.

We appreciate that this may be a difficult time for you and accordingly we would like to extend to you access to the Employee Assistance Program over the next month and encourage you to make contact with them on 1800 056 076 to support you through this difficult time.

Yours sincerely

[redacted]

Vince Sanfilippo
**General Manager – QLD & PNG**
**CPB Contractors Pty Limited**

29 April 2024

**PRIVATE & CONFIDENTIAL**

Liam Crow
C/- CPB Contractors Pty Ltd

Dear Liam,

**RE: TERMINATION OF EMPLOYMENT**

On 26 March 2024 CPB Contractors Pty Ltd (**CPB**) sent you a show-cause letter.

The 26 March 2024 show-case letter notified you that based on the seriousness of your misconduct (identified in the letter) and the indefinite suspension of your rail access by Queensland Rail, which has resulted in your inability to fulfill the requirements of your role as a Rail Industry Worker on the Unity Alliance Project whilst working within the Queensland Rail Network, CPB's preliminary view was that your employment should be terminated.

The 26 March 2024 letter gave you the opportunity to provide a response to the letter and tell CPB why the proposed disciplinary action should not be taken against you.

On 2 April 2024 you provided to us a written response to the 26 March 2024 letter, and later that day attended a meeting with James Donaghey and Matthew Papworth, along with your support person Dylan Howard. In that meeting you were provided with a further opportunity to respond and provide any further information you considered relevant, before a final decision was made in relation to your employment.

CPB has considered your written response and your responses at the 2 April 2024 meeting, and has taken them into account.

CPB is satisfied of the following matters:

- You committed a safety breach by accessing the rail corridor (danger zone) on the Salisbury station work-site without following the required lockout procedure, when you did not lock on to the work group lock box.

  CPB does not accept that your conduct in doing so can be excused by the circumstances; or that the exception for Personal Continual Vigilance applied.

- That you refused to participate in a required drug and alcohol test, and failed to comply with the lawful and reasonable directions given to you which directed you to undertake that test.

  CPB is satisfied that on numerous occasions, including while you were still on a work site, you were directed to present and undertake the required drug and alcohol test, but did not do so. We are also satisfied that in all of the circumstances our directions for you to undertake that test were lawful and reasonable, particularly given the offers to escort you to the testing facility or pick you up to take you to the testing facility.

- In accordance with Unity's Alcohol and Other Drugs – *Fitness for Work Policy*, your refusal to undertake that drug and alcohol test had the consequence that you were deemed to have returned a positive test result.

- As a result of your conduct, Queensland Rail has blocked your RIW profile, and directed and required CPB to exclude you from access to the rail corridor land and the sites on an indefinite basis, and that the consequence of these matters is that you are unable to fulfill the requirements of your role as a Rail Industry Worker on the Unity Alliance Project whilst working within the

Queensland Rail Network. CPB is satisfied that this will apply for a substantial period, if not for an indefinite period.

Given all of the above, CPB considers your actions to constitute serous misconduct. Your conduct has also resulted in a situation where you are unable to perform the requirements of your role and your continued employment is therefore untenable.

CPB has therefore decided to terminate your employment, effective 5pm on 1st May 2024.

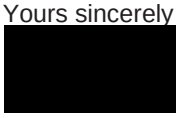
Your final pay will include:

- Outstanding wages up to the Termination Date;
- Accrued but untaken annual leave as at the Termination Date; and
- Accrued but untaken RDOs as at the Termination Date.

We would like to thank you for your contribution to CPB Contractors and wish you well for your future endeavours.

We appreciate that this may be a difficult time for you and accordingly we would like to extend to you access to the Employee Assistance Program over the next month and encourage you to make contact with them on 1800 056 076 to support you through this difficult time.

Yours sincerely



Vince Sanfilippo
**General Manager – QLD & PNG**
**CPB Contractors Pty Limited**

4 October 2024

**PRIVATE & CONFIDENTIAL**

Joshua McSweeney
C/- CPB Contractors Pty Ltd

Dear Josh,

**RE: TERMINATION OF EMPLOYMENT**

On 30 September 2024 CPB Contractors Pty Ltd (**CPB**) sent you a show-cause letter.

The show-cause letter notified you that based on the seriousness of your non-compliance (identified in the letter), CPB has serious concerns about your ability to fulfil the requirements of your role in line with standards of behaviour we require as set by the Group Workplace Behaviour policy and your Contract of Employment, and that CPB's preliminary view was that your employment should be terminated.

The letter dated 30 September 2024 included an invitation and opportunity for you to respond to the letter and tell CPB why the proposed disciplinary action should not be taken against you.

On 2 October 2024 you attended a meeting with Matt Laughton (Site Manager), Matthew Papworth (HR Manager) and Cody (your support person). In that meeting you were provided with an opportunity to show cause as to why disciplinary action should not be taken against you and provide any further information you considered relevant before a final decision was made in relation to your employment.

CPB has considered your responses at the 2 October 2024 meeting and has taken them into account. Further, consideration has been given to the information submitted by your representative on 3 October 2024.

CPB is satisfied of the following:

- That you have failed to comply with reasonable lawful directions provided to you by Matthew Laughton in relation to remaining in your allocated work area/s (RNA and Normanby). As such, you have been leaving your work area/s without permission to do so.
- That you have not provided reasonable notice to Matthew Laughton in regards to you leaving your allocated work area/s, and so have not carried-out or performed your work duties as directed and required.

Further to your written warning of 16 September 2024 and final written warning of 20 September 2024, you have continued to disregard the direction provided to you by Matthew Laughton to remain at your allocated work area/s and left to visit other project areas. CPB does not accept that your conduct in doing so can be excused by the circumstances; or that the exception of your role as a HSR can be applied, as your assigned ‘work group’ is Normanby and RNA (‘RIS North 2’), which you were aware of. Furthermore, we are also satisfied that in all circumstances our directions for you to remain at RNA/Normanby and to carry out your duties were lawful and reasonable.

CPB considers that this behaviour has breached:

- Section 2.6 (3) and 2.7 of your Contract of Employment
- Group Workplace Behaviour Procedure in reference to the provision on all Employees must comply with all lawful and reasonable directions from authorised officers of the Group.

Given your repeated failure to comply with reasonable lawful directions, your continued employment is untenable.

CPB has therefore decided to terminate your employment, effective immediately.

Your final pay will include:

- Outstanding wages up to the Termination Date;
- Accrued but untaken annual leave as at the Termination Date; and
- Accrued but untaken RDOs as at the Termination Date.

We would like to thank you for your contribution to CPB Contractors and wish you well for your future endeavours.

We appreciate that this may be a difficult time for you and accordingly we would like to extend to you access to the Employee Assistance Program over the next month and encourage you to make contact with them on 1800 056 076 to support you through this difficult time.

Yours sincerely

Vince Sanfilippo
**General Manager – QLD & PNG**
**CPB Contractors Pty Limited**

**From:** Jeremy Kruger [redacted]
**Sent:** Thur 18/01/2024 2:32:51 PM (UTC+11:00)
**To:** Graeme Newton [redacted] Sam Romano [redacted], Kevin Mara [redacted] Russell Vine [redacted] Nathan Paull [redacted]
**Subject:** Fwd: IR update.

FYI

**Jeremy Kruger**
**Program Director**
**Program Delivery | CRRDA**

Mobile: [redacted]
Email: [redacted]
www.crrda.org.au

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**From:** McCann, Michael
**Sent:** Thursday, January 18, 2024 12:54:44 PM
**To:** Sam Romano ; Jeremy Kruger ; McReight, Warren ; Brenden Bryan ; Sanfilippo, Vince ; Matthew Olsson ; Ray Rawlings ; Dunne, Troy ; Jason Malouf
**Cc:** Elliott, Paul ; Ockford, Adrian ; Goodridge, Scott ; Tony Eid ; Matthews-Frederick, Simon
**Subject:** IR update.

**CAUTION**
This email originates from outside of your organisation.

---

Gents,
Just an update on the current status on the project regarding IR issues are as follows;
The unions has barred access to all areas of the site including some gates locked and union vehicles blocking gates. Union representative are in all areas stopping works.
We are in the short term concentrating on activities to allow the SCAS works in the south to be handed back to QR by 18.00hrs today for rail operation, this is proving difficult as one of the union delegates is standing in the track refusing to move and is stopping track inspection and tidy up works. We have contacted the police and they are on site. We have also asked WHSEQ to attend site to help resolve this issue. This is a risk to hand back today which we are looking at various alternative options.
I have engaged legal support to help with advice and if deemed appropriate, prepare any relevant submissions to Fairwork to get us back to work.
I have set up 2 calls a day going forward to brief senior members of the Alliance about this ongoing issue and relevant actions.
I did call the union today asking them to stop and they said no until their heat policy was adopted. That in itself needs to be discussed and understood by all parties.
If you would like to discuss please do not hesitate to contact me on this matter.

Kind Regards

**Michael McCann**
Alliance Manager

271 Gilchrist Avenue, Herston, QLD 4006, Australia
PO Box 1227, Milton, QLD 4064
**T M** [redacted]
**E** [redacted]

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**********

## Toby Walthall

**Subject:** FW: CRR debrief

**From:** Sanfilippo, Vince
**Sent:** Tuesday, July 30, 2024 5:37 PM
**To:** Johnson, Don ; Brown, Simon ; Papworth, Matthew ; McIlroy, Glenn ; O'Neill, Sarah ; Zervaas, Anthony ; Butler, Chris ; Prior, Terry ; McCann, Michael
**Subject:** Re: CRR debrief

Hi All,
Agree, great job today and in the months leading up to this.
FYI only - have had two calls from the AWU this afternoon based on:

- Intimidation of a female Altus Traffic Control in the form of direct phone calls from CFMEU
- Intimidation of Rocktown workers being followed home

I've asked for more details.

Kind Regards

**Vince Sanfilippo**

General Manager, QLD & PNG

**M** 0401858304

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**From:** Johnson, Don [redacted]
**Sent:** Tuesday, 30 July 2024 5:22 PM
**To:** Brown, Simon [redacted] Papworth, Matthew [redacted]; Sanfilippo, Vince [redacted]; McIlroy, Glenn [redacted]; O'Neill, Sarah [redacted] Zervaas, Anthony [redacted]; Butler, Chris [redacted] Prior, Terry [redacted] McCann, Michael [redacted]>
**Subject:** RE: CRR debrief

Thanks Simon and great team effort thanks
Regards

**Don Johnson**
Chief Operating Officer and EGM – NSW / Major Projects / Tunnelling
Level 18, 177 Pacific Highway, North Sydney, NSW 2060, Australia
**M** [redacted]

**From:** Brown, Simon [redacted]
**Sent:** Tuesday, July 30, 2024 5:22 PM
**To:** Papworth, Matthew [redacted]; Sanfilippo, Vince [redacted] McIlroy, Glenn [redacted] Johnson, Don [redacted] O'Neill, Sarah [redacted]; Zervaas, Anthony [redacted] Butler, Chris [redacted] Prior, Terry [redacted] McCann, Michael [redacted]
**Subject:** CRR debrief

All,

We've cancelled the CRR RIS debrief on the basis that all has gone largely to plan with only minor departures from run sheet timing and all actions implemented.

Focus now moves to information sessions on and from tomorrow. We'll send an invitation for an update / debrief tomorrow afternoon.

Regards

**Simon Brown**
Group Manager, Industrial Relations
Level 18, 177 Pacific Highway, North Sydney, NSW 2060, Australia
**M**
**E** [redacted]
**W** cpbcon.com.au

CPB CONTRACTORS | Constructing our future together

A MEMBER OF THE CIMIC GROUP CIMIC

**********
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**********

CPB CONTRACTORS

Constructing our future together

15 November 2024

Travis O'Brien
Executive Director
Construction, Forestry and Maritime Employee's Union
[redacted]

**RE: Unlawful Conduct of CFMEU officials on Cross River Rail Project Sites in Brisbane, Queensland**

We wrote to the CFMEU previously to draw attention to a number of matters of concern arising from the conduct of officers, employees and members of the Construction and General Division of the Construction Forestry and Maritime Union (**CFMEU**).

We refer you to our previous letter, dated 24 October 2024 which contains relevant background. As referred to in that prior letter, CPB Contractors Pty Ltd (CPB) is the principal contractor for the Cross River Rail (**CRR**) Project, the largest publicly funded infrastructure in Queensland.

We write now because we must inform you of a further occurrence of unlawful conduct, engaged in by officers of the CFMEU that occurred on 15 November 2024. Those events are as follows:

1. The CRR Project was scheduled to undertake a significant crane lift for a canopy installation at approximately 4am on the morning of 15 November 2024. For the purpose of the crane lift the Project established an exclusion zone around the area. This included:
    a. placing spotters at the entry points to the exclusion zone;
    b. placing warning signage around the exclusion zone, notifying workers that the area was an exclusion zone; and
    c. placing barricades to block access to the exclusion zone.

2. At approximately 3am on 15 November 2024 the CFMEU organiser Cody Budgeon attended the Gabba site of the Project, and he was shortly joined by Dylan Howard, who is the current State Secretary of the CFMEU (the **Officials**). The Officials sought to enter site under section 117 of the *Work Health and Safety Act 2011* (Qld), and provided notices of suspected contraventions of:
    - Mobile Crane C.O.P 9.5,10.2.4,13.11,13.2.1,15.6,17.2,17.3
    - Access &egress during normal working conditions & ion emergencies
    - Lighting in general work areas & access ways AS/NZS1680
    - Information instruction training & supervision provided to workers around safe systems of work.

2. The Officials met with site representatives, who facilitated the Official's requests for documentation relating to the scheduled crane lift, and to undertake a visual inspection of the plant. This occurred over a period of approximately 3 hours which delayed the crane lift. This caused significant disruption and expense for the Project, as other workers on site were unable to start work, as they needed to wait for the canopy lift to be completed.

3. During the course of these discussions the Officials made assertions that certain obligations existed within the Managing the Risk of Falls at Workplaces Code of Practice. However, when this Code was reviewed with the Officials no such obligations could be identified by the Officials.

4. During these discussions Mr Howard started repeatedly telling the Site Manager that he was "*Full of shit*".

5. The Officials were unable to provide any legitimate basis for the crane lift not to proceed, and as there was a lack of any clear safety concern identified, the Officials were told the canopy lift would go ahead. The Officials were also told if they had any further concerns they should call Workplace Health and Safety Queensland (**WHSQ**). The Officials did not do so. Instead, the Officials informed the site representatives that they intended to return to the site.

6. The Officials then:
    a. Ignored an instruction from the Site Manager to not enter site because the site was a restricted and/or exclusion zone;
    b. Passed the first spotter who was assisting in managing the exclusion zone;
    c. Continued to ignore the Site Manager's directions to stop and not breach the exclusion zones;
    d. Continued passed a supervisor who was managing the area to prevent unauthorised access;
    e. Ignored directions from the supervisor not to enter the area; and
    f. Continued passed the exclusion zone barriers, while ignoring the exclusion zone warning signage.

7. The canopy lift could not proceed with the Officials in the exclusion zone. The Officials stood and wandered around in the exclusion zone, arguing with site representatives, who repeatedly directed them to leave the exclusion zone and return to the site office, and informed them that their conduct was unlawful. This continued for approximately 30 minutes.

8. During this period the Officials sought to justify their presence in the area by stating that site representatives had escorted them to the location. Those statement were deliberate and blatant falsehoods.

9. Site representatives then made contact with WHSQ, who informed them that they should call Queensland Police.

10. Site representatives made a final attempt to have the Officials leave the exclusion zone and return to the site offices, but the Officials again refused to do so. Site representatives then called Queensland Police. The Officials were informed that the police had been called. The Officials then said they would return to office area. At approximately 6.58am the Officials then left the area, walked past the office area and left site.

The Project has video footage of the above conduct.

CPB considers that the above conduct engaged in by the Officials to be unlawful, and it is apparent in the circumstances that it was designed to prevent, hinder and disrupt the Project's critical works, without proper basis, under the veil of safety concerns.

I wish to draw your attention in particular to the following sections of the Fair Work Act 2009 (Cth) (the **FW Act**):

a. section 491 of the FW Act which requires that a permit holder "*must comply with any reasonable request by the occupier of the premises for the permit holder to comply with an occupational health and safety requirement that applies to the premises*." It is clear that the Officials acted in contravention of this requirement on numerous occasions during the course of the morning.

b. section 499 of the FW Act which provides that a permit holder "*must not exercise a State or Territory OHS right unless he or she complies with any reasonable request by the occupier of the premises to comply with an occupational health and safety requirement that applies to the premises*." Again, the conduct of the Officials was in clear breach of this obligation.

c. Section 500 of the FW Act which requires that a permit holder "*exercising, or seeking to exercise, rights in accordance with this Part must not intentionally hinder or obstruct any person, or otherwise act in an improper manner*." The Officials conduct, in the circumstances, was plainly improper.

The Officials contraventions of these sections means that they, and the CFMEU can be held liable for any loss sustained by CPB and its joint venture partners arising from these breaches of the Act, as well as pecuniary penalties.

I also wish to draw your attention to relevant sections of the WHS Act:

a. the CFMEU has duties under s 19(3)(a) the WHS Act to provide a work environment that is without risks to health and safety. It failed to do so by permitting the Officials to engage in this conduct, in breach of the WHS Act. This is a matter between the CFMEU and the safety regulator, but CPB reserves its right to make any necessary referral;

b. The Officials were required by s 29 of the WHS Act to comply so far as they were able with any reasonable instruction that was given to them by CPB as the PCBU of the site to ensure compliance with the WHS Act. It is clear that they failed to do so on numerous occasions.

c. Section 19(2) of the WHS Act requires the CFMEU as a PCBU to ensure that the health and safety of other persons is not put at risk from the work it carries out (section 19(2)). That same obligation applied to the Officials under s 28 and 29 of the WHS Act. Neither the CFMEU nor the Officials did so in relation to the Officials' conduct.

Again, we seek your response from the CFMEU in its capacity as a PCBU with obligations to confer with CPB in accordance with section 46 of the WH&S Act in relation to the conduct referred to above.

We continue to be concerned that the conduct described above is further evidence of the continuation of the culture of unlawfulness and non-compliance with the rule of law that has plagued the CFMEU, and which was canvassed at length in our prior letter.

CPB reserves all its rights in relation to the conduct referred to above.

Yours sincerely,
CPB CONTRACTORS PTY LIMITED

[redacted]

**Vince Sanfilippo**
General Manager, QLD & PNG