

Commission of Inquiry into the CFMEU

and Misconduct in the Construction Industry

Bundle of Documents to
Statement of Nicole Watson

Record of Events

Date 27 September 2024

Time 10.30am

Present CBGUJV Personnel:

- Ben Loakes, Senior IR Advisor
- Nicole Watson, Senior HR Advisor
- Paul Windus, General Superintendent

CFMEU Delegates

- Dean Mattas
- Corey Taylor

Location/Site: Roma Street Site, Roma Street, Brisbane

Notes:

I saw and heard the following:

At approximately 10.30am, CFMEU Delegates, Dean Mattas and Corey Taylor approached Ben Loakes and Nicole Watson outside the project's Roma Site on the footpath on Roma Street.

Dean asked Ben if he could gain entry to the site so they could address CFMEU members and potential members. Ben told Dean he was just calling Paul and then shortly after General Superintendent Paul Winduss appeared.

Dean while standing across from Ben, Nicole and Paul again stated they were wanting to gain entry under Section 484 so he could speak to CFMEU members and potential members.

Ben politely advised Dean that the position hadn't changed from yesterday and was still the same.

Dean asked what was that position?

Ben said, it's the same as yesterday.

Dean asked again, what does that mean?

Ben told Dean that as he was there yesterday, he knows what happened and the company's position hasn't changed since then.

Around this time a man walking past recognised Corey and went to say hello. Corey quickly tapped his bodycam indicating it was on and the man gave a nod and walked away.

Dean said he was exercising his rights to request entry and asked why he and Corey weren't being allowed entry. Ben again politely explained that it was for the same reason yesterday and the company's position hasn't changed. Dean said that was yesterday and this is today and so he wanted an explanation.

Ben replied that a detailed email was sent to him yesterday afternoon explaining the company's position and that if he needed to remind himself, he was welcome look the email up on his phone and he could review it again.

Dean said he didn't have his phone on him and asked if Ben could explain it to him.

Ben said that he could call it up on his phone and Dean could read it if he likes.
Dean then asked Ben to send the email to him. Ben explained the email had already been sent to him.

Dean said that they had followed all the rules and regulations to be allowed entry and wasn't sure why they couldn't come in. Dean then produced a piece of paper and offered it to Ben, Paul and Nicole stated it was the explanation of Section 484 under the Fair Work Act and asked if they would like to review it. Ben explained he was fully aware of what was in the Act and so thanked Dean but declined the offer.

Paul then offered to print off the email and then quickly left the group returning with it and handed it to Dean and Corey for their perusal. Corey and Dean stood a short distance away reading the email and then returned.

Shortly after a large number of workers appeared at the turnstile inside the site. Upon seeing Dean and Corey they became agitated and hostile. Dean and Corey then lead the large group into chants of, "Let them in, let them in". These chants went on for approximately 5 minutes. While chanting the group were banging on the entry gates and metal hording and so was very loud. Ben, Nicole and Paul then walked further down the footpath so they could properly hear each other. During this time Dean and Corey remained in front of the group enticing them on.

After some time Dean and Corey came over towards Ben, Nicole and Paul. Immediately the group quieten down. Ben explained we walked away only because we couldn't hear properly.

Dean again asked if they were being allowed entry and Ben again replied the company's position was still the same. Dean said they were on their way to Gabba and asked if Ben was joining them. Ben asked if they would like him to and Dean and Corey responded it was up to him. Ben asked what time they were turning up and Dean said 1.00pm. Ben told Dean that he thought it was 12.30pm and Corey responded that was arrival time.

Dean and Corey shook Paul, Ben and Nicole's hands and said their goodbyes and left the group.

Name: Nicole Watson

Signature:

Date: 27 September 2024

Record of Events

Date 27 September 2024

Time 1.00pm

Present

CBGUJV Personnel:

- Ben Loakes, Senior IR Advisor
- Nicole Watson, Senior HR Advisor
- Jusin Bishop, Site Manager
- Branko Prica, Superintendent

CFMEU Delegates

- Dean Mattus
- Corey Taylor

Location/Site: Gabba Site – Vulture Street, Brisbane

Notes:

I saw and heard the following:

At approximately 12.30pm Branko Prica advised Ben, Nicole and Justin that he had received communication that CFMEU delegate Ritchie was directing workers from the Gabba into the cribs telling them that they was a CFMEU meeting about to happen. Branko together with one of his Supervisors then went and addressed the crew directing them to return to work as there was no scheduled break they weren't able to just stop work when they like,

At approximately 1.00pm, CFMEU Delegates, Dean Mattas and Corey Taylor approached the Gabba site. Ben Loakes, Nicole Watson and Justin Bishop went outside to meet them on the footpath.

Dean asked Ben if he could gain entry to the site. Ben said that the position hadn't changed from this morning.

Dean asked Ben why he was declining their entry.

Ben asked if they had spoken to any of their supervisors in the last 20 minutes and Dean said no. Ben told Dean that with all respect he may want to give them a call as there were actions happening behind the scenes and that the position may have changed.

Dean and Corey walked away from Ben, Nicole and Justin over towards the vehicle entry gate and proceeded to talk to someone on the phone. When they returned they said that they had spoken to their supervisor and that anything that had happened has not changed their view and that they were still seeking entry.

Dean then went onto tell Ben that he should make a call to his superior as things were changing quickly and we might want to check our position. Ben then proceeded to take a call and then returned.

Ben then asked Dean under Section 484 who it was they were here to see.

Dean replied it was to see CFMEU members and potential members.

Ben asked under Section 484 what time did they requested to see them.

Dean said he couldn't remember but that it was in their meal breaks.

Ben explained that the crew didn't have a paid meal break at this time.

Dean argued it didn't have to be a meal break but just any break and that he was told they were on a break at this time. Ben explained that wasn't the case and under those circumstances gaining entry would be unlawful because they can only speak to members during their meal breaks.

Dean asked Justin when they had their breaks.

Justin said it depends on the different work activities.

Dean asked Ben if in his opinion would there be no scheduled breaks at the same time for all the crew under all their different industrial instruments. Ben said he would not be able to respond appropriately to this without reviewing the different industrial instruments and so couldn't say.

Around this time a large group of workers appeared at the turnstiles inside the Gabba site. At the front of the group was Ritchie who seemed to be rallying the crew.

Dean addressed the crowd and asked them if they want him and Corey to be let in?

The workers immediately became aggressive and started loudly chanting as one group "let them in, let them in".

Dean then looked at Ben and asked him if he wanted to explain to the group as to why he's not being let in?

Ben politely responded to Dean saying he didn't have to address the workers that he was here to address him (i.e. Dean).

During this time the group continued to chant now saying "1 day longer, 1 day stronger" over and over very loudly.

Dean again asked the crowd if they wanted them to come in. The crowd's chants immediately became louder and they started aggressively banging on the turnstile gates and hording. At one stage a person was seen climbing the hording and peeping over the top onto the footpath.

After some time the crowd disbursed and Dean and Corey said their goodbyes to Ben, Nicole and Justin.

Name: Nicole Watson

Signature:

Date: 27 September 2024



CBGU D&C JV

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Private & Confidential Investigation Report

Inappropriate Workplace Behaviour

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Cross River Rail, Tunnels & Stations

Dated: 25 October 2024

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ID Code

CPB Contractors Pty Ltd
ABN 98 000 893 667
cpbcon.com.au

Private & Confidential

Cross River Rail, Tunnels & Stations
Level 3, North Tower
339 Coronation Drive
Milton, QLD 4064, Australia

1. Background

On 3 October 2024, Cross River Rail TSD (**the Project**) received complaints against the Richard Atutolu (the **Respondent**) alleging aggressive behaviour including threats and intimidation towards worker Stephen Hilton during pre-start on 3 October 2024 (**Complainant 1**) and towards Safety Manager Moe Borhani during a Safety Committee meeting on 2 October 2024 (**Complainant 2**).

Allegation 1

Allegation 1 is that the Respondent during pre-start on 3 October 2024, invited Complainant 1 outside the entrance to the Gabba site, and then proceeded to wait for him there on the side of the road to engage in a physical altercation. It is alleged such conduct was intended to threaten and intimidate and or harm Complainant 1 in order to settle perceived workplace differences.

CCTV clearly shows the Respondent walking towards the turnstile and then exiting the site where he paced back and forth looking into the entrance of the site. CCTV then shows the Respondent rolling up his sleeves and unbuttoning his shirt in readiness for an altercation. CCTV shows a large group of workers then moving towards the gates and turnstiles looking out towards the Respondent. CCTV shows Complainant 1 walking towards the turnstiles but then turning around and leaving the area and not participating further. Transcript of this CCTV and the vision is captured in the List of documents contained in this report. (**Document xx**)

Significantly, the Respondent states he chose that spot to have a meeting with Complainant 1 because he had recently, seen Dean Mattas (CFMEU Delegate) and Ben Loakes (IR Advisor) having a discussion there and thought "it was a good spot". It should be noted the Respondent is referring to an event where he was captured on CCTV to be rallying workers around the gates and turnstiles inside the site, and leading the large crowd into a loud chant while the crowd was banging on the gates, creating a hostile and intimidating workplace environment.

Allegation 2

Allegation 2 is that the Respondent on 2 October 2024, repeatedly berated Complainant 2 and called him offensive and demeaning names such as; "idiot, dumb, stupid, dickhead" and repeatedly using the word "fuck" whilst engaged in a Safety Committee team meeting.

It should be noted that Complainant 2 was conducting this meeting in his role as Safety Manager. In this role, Complainant 2 has the leadership responsibility of safety across the whole Gabba site, of which the Respondent is employed as a Health and Safety Representative.

Complainant 2 describes the Respondent's behaviour as unprofessional and that he used aggressive behaviour directly towards him. Complainant 2 states the Respondent's conduct occurred in front of the other Safety Committee members (approximately 20) whilst he continued to run the meeting in his role as Safety Manager.

2. Scope of Investigation

An Investigator was appointed to undertake a fact finding investigation into all aspects of the Allegations (**Investigation**) and prepare a report about all aspects of the Allegations.

3. Policies and Procedures

The following policies and procedures were considered as part of this investigation as required by the Terms of Reference.

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- Work Health and Safety Act 2011 (Cth) – Section 19
- Fair Work Act
- CIMIC Workplace Behaviour Policy
- CIMIC's Code of Practice

4. Employees subject to investigation

Employee Name	Employee title
Richard Atutolu (Richie) (Respondent)	Certified Tradesperson
Stephen Hilton (Zach) (Complainant 1)	Heavy Mobile Plant Operator
Moe Borhani (Complainant 2)	Safety Manager

5. Investigator

Investigator's full name	Investigator's title
Nicole Watson	Senior HR Advisor

6. Process

6.1 Interviews

As part of the investigation, the Investigator interviewed:

Employee Name	Position	Date of Interview
Richard Atutolu (Respondent)	Certified Tradesperson	15 October 2024
Stephen Hilton (Complainant 1)	Heavy Mobile Plant Operator	3 October 2024 11 October 2024
Moe Borhani (Complainant 2)	Safety Manager	2 October 2024 3 October 2024
Justin Bishop (Witness 1)	Site Manager	3 October 2024
Will Fitzgerald (Witness 2)	Senior Supervisor	3 October 2024
Brendan Penhall (Witness 3)	Senior Supervisor	3 October 2024
Dan Nightingale (Witness 4)	Supervisor	3 October 2024
Matthew Graham (Witness 5)	Supervisor	3 October 2024
Ali Danyal (Witness 6)	Safety Advisor	3 October 2024
David Kay (Witness 7)	Senior Supervisor	9 October 2024
Mick Butterley (Witness 8)	Supervisor	9 October 2024

Scott Murray (Witness 9)	Senior Supervisor	15 October 2024
David Curtis (Witness 10)	Non-Certified Trade Person	16 October 2024
Steven Coffin (Witness 11)	Gantry Operator	22 October 2024
Matt Ekin (Witness 12)	Operator	22 October 2024
Rod Ormond (Witness 13)	Operator	22 October 2024
Leigh Wedrat (Witness 14)	Worker	3 October 2024 and 22 October 2024
Corey Foxwell (Witness 15)	Worker	11 October 2024 and 22 October 2024
Gary McGuigan (Witness 16)	Worker	25 October 2024

Interview transcripts for all interviewees are included in the Brief of Documents.

All interviewees were offered a support person during the interviews.

7. Credibility Statement

During interviews the Investigator assessed the credibility of each person interviewed.

Richard Atutolu (Richie) (Respondent), Certified Tradesperson

The Respondent has worked on the project since 7 September 2023 and while employed as a Certified Tradesperson, holds the position of HSR Delegate.

The Respondent attended the interview with two CFMEU support people and while at the start seemed somewhat cooperative, during the course of the interview changed his demeanour. This occurred after a short break was called by his support people and upon resuming the interview, the Respondent became dismissive, often responding to questions with “I’ve already answered that question”. The Respondent would then refuse to elaborate further when questioned by the Investigator and was non-responsive to lines of questioning.

When invited the Respondent to put forward witnesses, the Respondent claimed he had them but did not want to put them forward as he “wanted to see what we had first”. The Investigator informed the Respondent that it would result in the Investigation report being finalised without taking into account information that may assist his position. The Respondent told the Investigator he understood but refused to provide any further information.

In terms of character, feedback is that the Respondent is often aggressive and argumentative and confrontational when it comes to matters of interest to the CFMEU. He will at times swear at workers and staff which has been described as intimidating. The Respondent also seems to have an influence over workers when it comes to matters of the CFMEU. He has recently been witnessed in person and on CCTV rallying workers on the Gabba site to congregate at the turnstiles and leading them into chants while banging on the gates and hoardings to intimidate and create a hostile environment. This event occurred recently during an unauthorised attempt by the CFMEU to enter site while Dean Mattas and Ben Loakes held discussions outside on the street. This event is significant as the Respondent references it in his statement as to his reasoning why chose that spot to confront the Complainant.

It is the Investigator’s opinion that the Respondent was not forthcoming with all the facts and was purposely withholding information from the investigation. It is also the Investigators opinion that the Respondent was trying to be purposely deceitful in his responses to assist his position in

relation to the investigation outcome. This is evident by several witnesses stating it is their recollection that the Respondent's intention was to fight the Complainant in front of the Gabba site that morning despite the Respondent's allegation he just wanted to talk.

Stephen Hilton (Zach) (Complainant 1), Heavy Mobile Plant Operator

Complainant 1 has worked on the project since 4 January 2021. Over that period he worked across several different areas of the project.

During the whole investigation process Complainant 1 has been cooperative and very respectful. Complainant 1 attended his interview without a support person and was responsive with all lines of questioning by the Investigator.

During the interview Complainant 1 admitted to his part in the heated argument with the Respondent however seemed genuinely fed up with the Respondent's arguments during pre-start each morning and ongoing disruption when it comes to work.

Complainant 1 has a young family and seemed genuinely annoyed with ongoing disruptions by the CFMEU and the result it has had on him by not being able to work.

During his time on the project there has been no negative feedback regarding Complainant 1.

The Investigator has no reason to believe Complainant 1 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Moe Borhani (Complainant 2), Safety Manager

Complainant 2 has been on the project since June 2023.

During the interview Complainant 2 was cooperative and forthcoming with all lines of questioning.

Complainant 2 poses as a credible witness given, he was seated at the table with the Respondent when the alleged incident occurred.

Complainant 2 holds a senior management position and is by all accounts highly regarded in his profession by his peers as well as upper and lower reporting lines.

Since joining the project there has been no negative feedback regarding Complainant 2 and is often praised for his initiatives and diligent approach to health and safety.

The Investigator has no reason to believe Complainant 2 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Justin Bishop (Witness 1), Site Manager

Witness 1 has been on the project since 15 April 2024.

During the interview Witness 1 was cooperative and forthcoming with all lines of question.

Witness 1 poses as a credible witness given he was standing at the front of the room while the alleged altercation occurred during pre-start. Due to his position in the room Witness 1 was clearly able to see and hear both parties and was able to provide a detailed recount of what he heard and saw.

Witness 1 holds a senior leadership role as Site Manager and is held in high regard amongst the site including upper management, peers and direct line reports.

Since joining the project there has never been any negative feedback in relation to Witness 1.

The Investigator has no reason to believe Witness 1 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Will Fitzgerald (Witness 2), Senior Supervisor

Witness 2 has been on the project since 4 November 2019 and has worked across multiple sites during his employment.

Throughout the interview Witness 3 was cooperative and forthcoming with all lines of questions.

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Witness 2 poses as a credible witness given he was standing at the side of the room while the alleged altercation occurred during pre-start. Due to his position Witness 2 was clearly able to see both parties and was able to provide a detailed recount of what he heard and saw.

Witness 2 seemed genuinely concerned for the safety of Complainant 1 which was evident with him taking him up stairs to speak to the Site Manager (Witness 1) and offering to escort Complainant 1 to his car.

Witness 2 holds a senior supervision role and is held in high regard amongst the site including upper management, peers and direct line reports.

Since joining the project there has never been any negative feedback in relation to Witness 2.

The Investigator has no reason to believe Witness 2 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Brendan Penhall (Witness 3), Senior Supervisor

Witness 3 has been on the project since 13 November 2023/12.

Throughout the interview Witness 3 was cooperative and forthcoming with all lines of questions.

Witness 3 poses as a credible witness given he was standing at the side of the room while the alleged altercation occurred during pre-start. Due to his position Witness 3 was clearly able to see both parties and was able to provide a detailed recount of what he saw.

Witness 3 holds a senior supervision role and is held in high regard amongst the site including upper management, peers and direct line reports.

Since joining the project there has never been any negative feedback in relation to Witness 3.

The Investigator has no reason to believe Witness 3 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Dan Nightingale (Witness 4), Supervisor

Witness 4 has been on the project since 12 November 2022.

Throughout the interview Witness 4 was cooperative and forthcoming with all lines of questions.

Witness 4 poses as a credible witness given he was standing at the side of the room while the alleged altercation occurred during pre-start. Due to his position Witness 4 was clearly able to see both parties and was able to provide a detailed recount of what he saw.

In addition Witness 4 has remarkable insight into the blue collar workforce having transitioned from Leading Hand to Supervisor on 8 July 2024.

Witness 4 holds a senior supervision role and is held in high regard amongst the site including upper management, peers and direct line reports.

Since joining the project there has never been any negative feedback in relation to Witness 4.

The Investigator has no reason to believe Witness 4 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Matthew Graham (Witness 5), Supervisor

Witness 5 has been on the project since 15 August 2022.

Throughout the interview Witness 5 was cooperative and forthcoming with all lines of questions.

Witness 5 poses as a credible witness given he was standing at the side of the room while the alleged altercation occurred during pre-start. Due to his position Witness 5 was clearly able to see both parties and was able to provide a detailed recount of what he saw.

Witness 5 holds a supervision role and is held in high regard amongst the site including upper management, peers and direct line reports.

Since joining the project there has never been any negative feedback in relation to Witness 5.

The Investigator has no reason to believe Witness 5 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

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Ali Danyal (Witness 6), Safety Advisor

Witness 6 has been on the project since October 2023.

Throughout the interview Witness 6 was cooperative and forthcoming with all lines of questions.

Witness 6 poses as a credible witness given he was seated at the table during the alleged incident. Due to his position Witness 6 was clearly able to see both parties and provide a detailed recount of what he saw.

Witness 6 holds safety advisor role and is held in high regard amongst the site including his manager and peers.

Since joining the project there has never been any negative feedback in relation to Witness 6 who is often softly spoken and otherwise very polite.

The Investigator has no reason to believe Witness 6 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

David Kay (Witness 7), Senior Supervisor

Witness 7 has been on the project since August 2023 and has worked across multiple sites.

Throughout the interview Witness 7 was cooperative and forthcoming with all lines of questions.

Witness 7 poses as a credible witness given he was standing at the side of the room while the alleged altercation occurred during pre-start. Due to his position Witness 7 was clearly able to see both parties and was able to provide a detailed recount of what he saw.

Witness 7 holds a senior supervision role and is held in high regard amongst the site including upper management, peers and direct line reports.

Since joining the project there has never been any negative feedback in relation to Witness 7.

The Investigator has no reason to believe Witness 7 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Mick Butterley (Witness 8), Supervisor

Witness 8 has been on the project since 9 March 2023.

Throughout the interview Witness 8 was cooperative and forthcoming with all lines of questions.

Witness 8 poses as a credible witness given he was standing at the side of the room while the alleged altercation occurred during pre-start. Due to his position Witness 8 was clearly able to see the Respondent and provide a detailed recount of what he saw.

Witness 8 holds a supervision role and is held in high regard amongst the site including upper management, peers and direct line reports.

Since joining the project there has never been any negative feedback in relation to Witness 8.

The Investigator has no reason to believe Witness 8 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Scott Murray (Witness 9), Senior Supervisor

Witness 9 has been on the project since June 2024.

Throughout the interview Witness 9 was cooperative and forthcoming with all lines of questions.

Witness 9 poses as a credible witness given he was standing at the side of the room while the alleged altercation occurred during pre-start. Due to his position Witness 4 was clearly able to see both parties and was able to provide a detailed recount of what he saw.

Witness 9 holds a senior supervision role and is held in high regard amongst the site including upper management, peers and direct line reports.

Since joining the project there has never been any negative feedback in relation to Witness 9.

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The Investigator has no reason to believe Witness 9 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

David Curtis (Witness 10), Non-Certified Trade Person

Witness 10 has been on the project since January 2021. Witness 10 has worked multiple areas of the project.

Throughout the interview Witness 10 was cooperative and forthcoming with all lines of questions.

Witness 10 poses as a credible witness given he sitting at table in the middle of the room. Due to his position Witness 10 was clearly able to see both parties and was able to provide a detailed recount of what he saw.

In addition Witness 10 has remarkable insight into the blue collar workforce being a worker on the project himself.

The Investigator is not aware of any negative feedback in relation to Witness 10.

The Investigator has no reason to believe Witness 10 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Steve Coffin (Witness 11), Gantry Operator

Throughout the interview Witness 11 was cooperative and forthcoming with all lines of questions.

Witness 11 poses as a credible witness given he sitting at the same table as the Complainant. Due to his position Witness 11 was clearly able to see both parties and was able to provide a detailed recount of what he saw.

In addition Witness 11 has remarkable insight into the blue collar workforce being a worker on the project himself.

The Investigator is not aware of any negative feedback in relation to Witness 11.

The Investigator has no reason to believe Witness 11 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Matt Ekin (Witness 12), Operator

Throughout the interview Witness 12 was cooperative and forthcoming with all lines of questions.

Witness 12 poses as a credible witness given he says he was “smack bang in the middle of it all with the Complainant to his right and Respondent to his left. Due to his position Witness 12 was clearly able to see both parties and was able to provide a detailed recount of what he saw.

In addition Witness 12 has remarkable insight into the blue collar workforce being a worker on the project himself.

The Investigator is not aware of any negative feedback in relation to Witness 12.

The Investigator has no reason to believe Witness 12 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Rod Ormond (Witness 13), Operator

Throughout the interview Witness 13 was cooperative and forthcoming with all lines of questions.

Witness 13 poses as a credible witness given he was able to see and hear both parties and was able to provide a detailed recount of what he recalled.

In addition Witness 13 has remarkable insight into the blue collar workforce being a worker on the project himself.

The Investigator is not aware of any negative feedback in relation to Witness 13.

The Investigator has no reason to believe Witness 13 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Leigh Wedrat (Witness 14), Worker

Witness 14 was cooperative throughout the interview.

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Witness 14 was in the room and able to see both parties and provide a detailed recount of what he saw and heard.

Witness 14 has insight into the blue collar workforce being a worker on the project himself.

The Investigator is not aware of any negative feedback in relation to Witness 14.

Cory Foxwell (Witness 15),

At the commencement of the investigation Witness 15 was cooperative however during some lines of questioning, he seemed to be withholding information which became apparent after further questions were raised and answered.

Witness 15 was present during the event and was able to provide a detailed recount of what he saw and heard.

In addition Witness 10 has remarkable insight into the blue collar workforce being a worker on the project himself.

The Investigator is not aware of any negative feedback in relation to Witness 10.

The Investigator has no reason to believe Witness 10 has been untruthful or has purposely withheld information to hinder the investigation process in any way.

Gary McGuigan (Witness 16),

Throughout the interview Witness 16 was cooperative and forthcoming with all lines of questions.

Witness 16 was in the room and able to see both parties and provide a detailed recount of what he saw and heard.

Witness 16 has insight into the blue collar workforce being a worker on the project himself.

The Investigator is not aware of any negative feedback in relation to Witness 16.

8. Findings

8.1 Categories of findings and the standard of proof

The Investigator has made findings as to whether the allegations are substantiated on the balance of probabilities (that is, the civil standard of proof).

Given the serious nature of the allegations, the 'Briginshaw test' has been applied (from the case *Briginshaw v Briginshaw* (1938) 60 CLR 336). The Briginshaw test takes into account the:

- (i) seriousness of the allegation;
- (ii) inherent likelihood of the conduct occurring based on the evidence; and
- (iii) gravity of the consequences flowing from a particular finding.

There are three categories of findings – the allegation is:

substantiated – the Investigator found that it was more likely than not that the conduct occurred;

not substantiated – the Investigator found it was more likely than not that the conduct did not occur;

unable to be substantiated – this does not mean that the conduct as alleged did not occur, but means that the Investigator was unable to determine whether the alleged conduct occurred or not (for example, because the witnesses provided conflicting information and there was no other evidence to corroborate either witness' version of events).

8.2 The findings are:

Allegation 1	It is alleged on 3 October 2024, at approximately 6.00am, during the morning's pre-start and thereafter the Respondent became
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	<p>hostile and aggressive towards Complainant 1 swearing at them in an aggressive manner.</p> <p>It is also alleged the Respondent's behaviour was intended to intimidate and threaten or might reasonably be foreseen as likely to intimidate or threaten Complainant 1 engaging in conduct that</p> <ol style="list-style-type: none"> 1. was intended to invite Complainant 1 to engage in a physical altercation to settle perceived workplace differences; 2. engaged in conduct in relation to Complainant 1 that gave rise to workplace psychosocial hazard; and 3. engaged in conduct that contravened the Respondent's obligations under his contract of employment with CPB, including applicable company policies and procedures; 4. waited for Complainant 1 outside the entrance to the Gabba Site to pursue his perceived workplace differences with Complainant 1, and in doing so, further engaged in some of the conduct and behaviours referred to above.
<p>Response</p>	<p>The Respondent admits to having a heated argument with the Complainant during pre-start.</p> <p>The Respondent admits to swearing at the Complainant during the heated argument during pre-start but denies yelling or standing over the Complainant.</p> <p>The Respondent admits that during the heated argument, while swearing at the Complainant, he repeatedly propositioned the Complainant to meet him outside the Gabba site after pre-start.</p> <p>The Respondent then admits to walking out the crib room after pre-start and while looking backwards ensuring the Complainant was following him, walked outside the site via the turnstile and waited on the street for the Complainant to join him.</p> <p>The Respondent denies the allegation that the intention of his proposition to meet outside the site was to fight the Complainant. Rather the Respondent alleges it was so he could have a 5 minute chat with the Complainant in order to find out "what his problem was".</p> <p>The Respondent alleges his intentions to meet outside was so they could have the conversation in private and away from all those present during pre-start.</p> <p>The Respondent could not provide the Investigator a valid response as to why he would not have chosen his designated office to have the conversation in private opposed to on the street in front of site. Instead the Respondent admits he chose that spot because he saw Dean Mattus (CFMEU Delegate) and Ben Loakes (IR Advisor) having a conversation there a week or so ago and thought "it was a good spot". At this meeting the Respondent was witnessed to be rallying workers around the gates and turnstiles and leading them into chant while banging and creating a hostile and intimidating environment.</p> <p>The Respondent accuses the Complainant of starting the heated argument by using words to the effect "if you don't like it you can fuck off" in response to the Respondent raising issues with the Site Manager during Pre-start.</p> <p>The Complainant admits to telling the Respondent to "fuck off and to go work somewhere else if he doesn't like it" but argues it was due to the Respondent purposely disrupting and arguing</p>

	<p>with the Site Manager during pre-start which he alleges is a tactic that he often uses.</p> <p>The Complainant admits to witnessing the Respondent walk out the turnstile however states he didn't want to follow him outside as he thought it would end in a physical fight and "wasn't worth losing his job over". Instead, upon seeing the Respondent outside Complainant 1 states he told him <i>"to stay out there where you belong"</i>. Upon hearing this, CCTV shows the Respondent returning back through the turnstiles into the site.</p> <p>Both the Complainant and the Respondent confirm the Complainant did not join the Respondent on the street but instead walked away from the area to commence work for the day.</p>
<p>Witness</p>	<p>Witness 1 – Justin Bishop, Site Manager</p> <p>Witness 1 confirms the Respondent was being aggressive and argumentative towards him on pre-start raising issues and challenging him on management issues.</p> <p>Witness 1 states he addresses the issues with the Respondent who then starts to belittle him and disrupts the prestart meeting further.</p> <p>Witness 1 states Complainant 1 addresses the Respondent with words to the effect "sit down and be quiet or go home if you don't want to work".</p> <p>Witness 1 recalls hearing the Respondent say words to the effect "right-o you want to mouth off, lets go, get out the front and let's go".</p> <p>Witness 1 states while addressing Complainant 1, the Respondent was standing up, using hand gestures like a mouth talking and waving his hands around to single Complainant 1 over towards him and to go outside.</p> <p>Witness 1 confirms Complainant 1 did not move and as a result the Respondent ends up telling Complainant 1 to "get the fuck up".</p> <p>Witness 1 confirms talking to Complainant 1 some time after in his office after being informed the Respondent had gone outside and waited for Complainant 1 to join him on the street. Witness 1 confirms he was that concerned for Complainant 1's safety he offered him to take the day off and an escort to his car.</p> <p>Witness 1 then states he watched the vision on CCTV which showed the Respondent going outside on the street.</p> <p>Witness 2 – Will Fitzgerald, Senior Supervisor</p> <p>Witness 2 confirms the Respondent was being disruptive during prestart towards questions he was raising with Site Manager Justin Bishop (Witness 1).</p> <p>Witness 2 states the Respondent was "clapping his hands" and talking over the Site Manager saying things like "oh yeah good show" and belittling him.</p> <p>Witness 2 says he saw the Respondent "mouthing off" at Complainant 1 while he was waving his hands around in the air and in his opinion "carrying on like a pork chop".</p>

Witness 2 says he was alerted by his peer Dan Nightingale (Witness 4) that “Zach and Riche just had words” and “I think it’s on”.

Witness 2 says he then saw then saw the Respondent exit the room and followed Complainant 1 who was now behind the Respondent walking towards the site entrance.

Witness 2 says he then saw “a bunch of RB boys start to follow the Respondent and estimates about 6 – 8 coming out to watch from the front gates and turnstiles.

Witness 2 then says as he was walking past the toilets he witnesses Complainant 1 walking back towards the crib room where they just finished pre-start.

Witness 2 asked Complainant 1 whether he was ok and says he could see in his face he was upset.

Witness 2 then took Complainant 1 up to speak to Site Manager Justin Bishop (Witness 1) where it was offered for him to take the day off and an escort to his car. At first Complainant 1 said he would take up the offer but later changed his mind as he said he would just go home and be mad so he might as well work.

Witness 3 – Brendan Penhall, Senior Supervisor

Witness 3 confirms the Respondent was being disruptive and argumentative on pre-start towards Site Manager Justin Bishop (Witness 1).

Witness 3 states the Respondent was talking over Witness 1 saying things like “yeah yeah yeah” in a disrespectful manner.

Witness 3 states he could see the Respondent engage in conversation with Complainant 1. While he couldn’t hear their conversation Witness 3 states he could see their body language and was keeping across the situation as he thought it was getting aggressive.

Witness 3 states the Respondent was standing up while Complainant 3 was sitting. He describes the Respondent body language as aggressive and having a “wild eye look in his face”.

Witness 3 states Complainant 1 did not move throughout this altercation.

Witness 4 – Dan Nightingale, Supervisor

Witness 4 confirms the Respondent being argumentative and disrespectful towards Site Manager (Witness 1) during pre-start. Witness 4 recalls the Respondent calling the Site Manager a “Cunt” and so said he was keeping his eye on him for the rest of the meeting.

Witness 4 says while he could see the Respondent arguing with Complainant 1, he could not hear what they were saying.

Witness 4 states he saw the Respondent “mouthing off at Complainant 1” however Complainant 1 seemed to “not have a bar of it”

Witness 4 says the Respondent’s face looked very angry and his body language aggressive towards Complainant 1.

Witness 4 states he saw the Respondent gesturing to Complainant 1 to come outside at the end of prestart when

standing in the doorway. He saw Complainant 1 turn his back to the Respondent while sitting down.

Witness 4 says he then saw Complainant 1 leave the room and went after him to make sure he was ok.

Witness 4 says he saw Complainant 1 walk to the end of the walkway and stop at the top of the stairs before the turnstiles. He saw Complainant 1 look outwards the gate where the Respondent was standing on the footpath outside beside the road.

Witness 4 says he saw Complaint 1 shake his head and then come back around and went back towards the crib room. There was a comment made regarding "it's not worth losing your job over."

Witness 5 – Matthew Graham, Supervisor

Witness 5 confirmed the Respondent was arguing with the Site Manager (Witness 1) during pre-start.

Witness 5 says states he could see the Respondent then arguing with Complainant 1.

At this time Witness 5 says he heard someone then say "you fucking idiot".

Witness 5 describes the Respondent as looking "agitated" and his demeanour and attitude "provocative and aggressive".

Witness 5 states he saw the Respondent as he exited the door near him after pre-start ended. Witness 5 described the Respondent at that time as "agitated and his eyes were massive".

Witness 8 – Mick Butterley, Supervisor

Witness 8 states the Respondent was "out to be disruptive and to grandstand things" during pre-start and was unprofessional in the way he was speaking to the Site Manager (Witness 1).

Witness 8 further states from his view of the room he could see the Respondent but not Complainant 1.

Witness 8 states he could see the Respondent "mouthing off and becoming more pissed of with the person he was arguing with and becoming more agitated".

Witness 8 says he saw the Respondent "storm out" after pre-start and describing him as "aggravated and in a hurry".

Witness 9 – Scott Murry

Witness 9 states he saw the Respondent become aggressive towards Complainant 1 during pre-start. While he could not hear the conversation Witness 9 describes the Respondent's body language as aggressive and intimidating.

Witness 10 – David Curtis

Witness 10 states the Respondent was being disruptive during pre-start and argumentative towards the Site Manager regarding entrance to Leopard Street and BBQ's.

Witness 10 states he heard Complainant 1 said something to the effect "shut the fuck up bitch".

Witness 10 states he heard the Respondent say to Complainant 1 "you wait, you'll only take me 5 minutes. I have a free 5 minutes after prestart".

Witness 10 states he heard Complainant 1 stating "*it will only take me 2 minutes*".

Witness 10 states he heard both Complainant 1 and the Respondent call each other by the word "bitch".

Witness 10 states he saw the Respondent stand up and say to Complainant 1 words to the effect "come on then, let's do this" as he was going to the door to leave.

Witness 10 states he witnessed Complainant 1 leaving the crib room, walk towards the top of the stairs and then return back around and head back towards where he works with his supervisors.

Witness 10 states in his opinion, had Complainant 1 exited the gates there would have been a physical fight.

Witness 11 – Steve Coffin

Witness 11 describes the Respondent as being sarcastic and aggressive during pre-start.

Witness 11 recalls another worker (not Complainant 1) telling the Respondent to "shut up, settle down" while the Respondent was arguing with the Site Manager about entering via Leopard St.

Witness 11 then recalls the Respondent firing back and Complainant 1 saying words to the effect "we've all got to work together here".

Witness 11 then recalls the Respondent saying to Complainant 1 "well want to go outside after this" He recalls Complainant 1 responding "Yeah and then you can go outside and just keep walking"

Witness 11 then recalls the Respondent raising concerns about not having a BBQ at which time Complainant 1 spoke up again saying "be quite or shut up" to the Respondent. He recalls the Respondent asking the crowd "if anyone has a chill pill for this girl over here" meaning Complainant 1.

Witness 12 – Matt Ekin

Witness 12 recalls the Respondent raise concerns on pre-start. At that time he recalls Complainant 1 saying words to the effect "come on bro we have to all work here"

Witness 12 recalls the Respondent saying to Complainant 1 "you got a problem bro let's take it outside" and "has anyone got a chill pill for this person" meaning Complainant 1.

Witness 12 does not recall the Respondent asking Complainant 1 outside for a "chat" or a "discussion".

Witness 12 recalls seeing the Respondent stand up and go towards the door saying to Complainant 1 "*come on, come on, come outside*".

Witness 12 states he "*just sat there and was in shock. I was thinking what just happened.*"

Witness 13 – Rod Ormond

	<p>Witness 13 recalls the Respondent being disruptive on pre-start. He recalls people in the crowd telling the Respondent to <i>“quieten down and to be quiet”</i>.</p> <p>Witness 13 recalls the Respondent arguing again about the BBQ's at which time he heard Complainant 1 say words to the effect <i>“we all have to work together”</i> to the Respondent.</p> <p>Witness 13 says others were also telling the Respondent to be quiet <i>“even his own members.”</i></p> <p>Witness 13 recalls the Respondent asking if <i>“anyone has a chill pill for Zach”</i>.</p> <p>Witness 13 recalls the Respondent standing up and saying <i>“come on, lets go, let's go outside”</i> to Complainant 1.</p> <p>Witness 13 recalls the Respondent going to the door to exit the room and standing there saying <i>“come on, let's go. Come on outside, let's go”. He said it like 3 times. He was looking at us and Zach was in front of me when he was saying it. I take it he was trying to provoke violence.”</i></p> <p>Witness 13 does not recall the Respondent asking Complainant 1 outside to have a chat or a discussion.</p> <p>Witness 14 – Leigh Wedrat</p> <p>Witness 14 recalls the Respondent raising questions on pre-start and the discussion being a bit <i>“tense”</i> He describes the Respondent <i>“trying to get a win for the boys”</i>.</p> <p>He recalls Complainant 1 telling the Respondent to <i>“fuck off”</i> or if he <i>“doesn't like working here go somewhere else”</i>.</p> <p>Witness 14 recalls the Respondent asking Complainant 1 what his problem and that if he'd like to discuss it outside he had 5 minutes.</p> <p>Witness 14 says he's not seen the Respondent take anyone else outside to have a chat on the street before.</p>
<p>Finding</p>	<p>Substantiated</p> <p>The report finds evidence to support the allegation that the Respondent attempted to incite violence in the Workplace and their intention of inviting Complainant 1 outside was to engage in a physical altercation to settle perceived workplace differences.</p> <p>The report finds evidence to support the allegation that the Respondent then waited for Complainant 1 outside the entrance to the Gabba Site to pursue his perceived workplace differences with Complainant 1.</p> <p>The report finds evidence to support the Respondent in doing so, exposed himself and others to a risk to health and safety in the workplace and exposed CPB and it's officers and directors to unacceptable legal and other risks.</p> <p>The report finds evidence that Complainant 1 made a conservative decision not to follow the Respondent outside the Gabba Site and instead told the Respondent <i>“to stay out there where you belong”</i> before returning to work.</p> <p>The report finds evidence to support the allegation that the conduct and behaviours by the Respondent contravened the</p>

	<p>Respondent's obligations under his contract of employment with CPB, including applicable company policies and procedures.</p> <p>The report finds evidence to support the allegation that the Respondent engaged in conduct in relation to Complainant 1 that gave rise to workplace psychosocial hazard.</p>
<p>Breach</p>	<p>Work Health and Safety Act 2011 (Cth)</p> <p>Section 28 The Work Health and Safety Act 2011 (Cth) states that:</p> <p><i>"a worker must--</i></p> <p><i>(a) take reasonable care for his or her own health and safety, and</i></p> <p><i>(b) take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons, and</i></p> <p><i>(c) comply, so far as the worker is reasonably able, with any reasonable instruction that is given by the person conducting the business or undertaking to allow the person to comply with this Act, and</i></p> <p><i>(d) co-operate with any reasonable policy or procedure of the person conducting the business or undertaking relating to health or safety at the workplace that has been notified to workers."</i></p> <p>Section 19(1) of The Work Health and Safety Act 2011 (Cth) also states that employers have a general duty to provide a safe work environment for their employees.</p> <p>The information contained in this report provides evidence that the Respondent incited violence by inviting Complainant 1 outside to engage in a physical altercation. As a result the Respondent has been found to have created a hostile work environment causing a serious risk to the health and safety to not only Complainant 1, but all other workers who were present at the time.</p> <p>The report finds the Respondent's actions as being negligent and as a result impeding his and CIMIC's ability to comply with legal obligations under The Work Health and Safety Act 2011 (Cth).</p> <p>Harassment</p> <p>CIMIC's Workplace Behaviour Policy (clause 3.2) state that Harassment in the workplace is a type of behaviour that generally:</p> <ol style="list-style-type: none"> 1. is unwelcome or unwanted by the recipient and which offends, insults, humiliates or intimidates them; and 2. 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. <p>The information contained in this report provides evidence that the Respondent actions attempted to incite violence in the workplace and his intention was to engage in a physical altercation with Complainant 1.</p> <p>The report therefore concludes that the Respondent's actions were intended to offend, insult, humiliate, or intimidate</p>

	<p>Complainant 1 and would constitute harassment.</p> <p>CIMIC Group Code of Conduct</p> <p>CIMIC’s Group Code of Conduct which sets out the requirements for workplace behaviour across CIMIC Group Limited and its entities states:</p> <p><i>“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.”</i></p> <p>CIMIC Workplace Behaviour Policy</p> <p>In addition CIMIC’s Workplace Behaviour Policy states that:</p> <p><i>“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”.</i></p> <p>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.</p> <p>Clause 3 of the policy further states:</p> <ul style="list-style-type: none"> - <i>“The Group has a legal obligation to eliminate this conduct as far as possible”...and</i> - <i>“...any person found to have breached this Policy by displaying any of these behaviours may be subject to disciplinary action.”</i>
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Allegation 2	<p>It is alleged during a Safety Committee Meeting on 2 October 2024 at approximately 10am the Respondent was observed to act aggressively towards Complainant 2 including:</p> <ol style="list-style-type: none"> 1. Repeatedly berating him and calling him offensive and demeaning names such as; “idiot, dumb, stupid”; and 2. Swearing at and calling Complainant 2 “a dickhead” and repeatedly using the word “fuck” in front of the Safety Committee Team; and 3. being very aggressive, including pointing fingers directly at Complainant 2 while yelling at him in the manner described above.
Response	<p>The Respondent admits, during the meeting saying “don’t act stupid” which was directed towards Complaint 2.</p> <p>The Respondent however denies calling Complainant 2 a “dickhead” or pointing at him.</p> <p>Complainant 2 states he commented several times during the meeting how the Respondent had called him “a <i>“fucking idiot and dumb”</i>. At no time did the Respondent challenge or correct Complainant 2 when he did this. This led Complainant 2 to believe that the Respondent knew he used those words and spoke to him in that manner intentionally.</p> <p>The Respondent admits to swearing and using the “f word” during the meeting and recalls approximately 20 and 25 people that were in attendance.</p>

	<p>The Respondent denies yelling and states he used a normal tone of voice except when referring to “fucking people falling off scaffolding”.</p> <p>The Respondent denies pointing his fingers at anyone.</p> <p>Complainant 2 recalls the Respondent pointing at people including himself aggressively. He describes the Respondent’s behaviour as very <i>“unprofessional and aggressive”</i>. He went onto say <i>“If I had matched his body language and verbal language it would have escalated into a punch up”</i>.</p> <p>Complainant 2 states he felt the Respondent was <i>“trying to goat me into his agenda. This came across very personal and aggressive towards me.”</i></p>
<p>Witness</p>	<p>Witness 3 – Brendan Penhall, Supervisor</p> <p>Witness 3 describes the Respondent’s behaviour in the meeting as “aggressive towards Complainant 2”. Witness 3 recalls the Respondent saying “yeah yeah yeah” over the of Complainant 2 for quite a few minutes and throwing out “f-bombs” during the meeting.</p> <p>Witness 6 – Ali Danyal, Safety Advisor</p> <p>Witness 6 describes the Respondent’s behaviour in the meeting as aggressive. He recalls the Respondent sitting down at the table and pointing his finger at Complainant 2.</p> <p>Witness 6 also states the Respondent yelling “at the top of his lungs” when referring to the scaffold incident.</p> <p>Witness 6 recalls the Respondent calling Complainant 2 an “idiot and stupid” and accusing Complainant 2 “playing dumb”.</p> <p>Witness 6 states although the Respondent was aggressive towards Complainant 2, Compliant 2 remained professional throughout the meeting.</p> <p>Witness 7 – David Kay, Supervisor</p> <p>Witness 7 recalls the Respondent acting aggressively towards Complainant 2.</p> <p>Witness 7 states the Respondent was “berating” Complainant 2 and saying words to the effect “don’t be dumb; don’t act dumb” and yelling at Complainant 2.</p> <p>Witness 7 describes the Respondent having an aggressive look on his face and says <i>“imagine a shark came up and bit you under water. That was him”</i>.</p> <p>Witness 7 states if he was Complainant 2 he would have felt threatened and intimidated.</p> <p>Witness 8 – Mick Butterley, Supervisor</p> <p>Witness 8 believes the Respondent had a personal attack on Complainant 2 and was set out to be disruptive at the beginning of the meeting.</p> <p>Witness 8 states he saw the Respondent <i>“verbally attack” Complainant 2, “using unprofessional and words uncalled for</i></p>

	<p><i>names like "Dickhead, idiot, he called him stupid and dumb".</i></p> <p>Witness 8 describes the Respondent's body language as aggressive and his verbal language as very aggressive.</p> <p>Witness 8 recalls the Respondent yelling while they were all sitting around a table in a small office.</p> <p>Witness 8 says he felt uncomfortable in the room and that most people were just looking at the floor while it was going on.</p> <p>Witness 9 – Scott Murray, Supervisor</p> <p>Witness 9 recalls the Respondent as being "aggressive" in the meeting which he describes as "intense and awkward".</p> <p>Witness 9 says the Respondent was not wanting to listen to anyone and was talking over Complainant 2.</p> <p>Witness 9 recalls the Respondent swearing saying the words "fuck" numerous times.</p> <p>Witness 9 states he recalls the Respondent trying to intimidate Complainant 2 and Complainant 2 asking the Respondent to not call him names and asked him to be respectful.</p> <p>Witness 14 – Corey Foxwell</p> <p>Witness 14 admits the Respondent asks Complainant 2 not to "act dumb".</p> <p>Witness 14 admits the Respondent swore but denies it was directly at Complainant 2.</p> <p>Witness 14 does not recall Complainant 2 ever swearing.</p> <p>Witness 14 states the Respondent was getting frustrated at Complaint 2 but denies yelling.</p> <p>Witness 14 admits the Respondent and Complainant 2 had a discussion and describes it as "heated".</p> <p>Witness 16 – Gary McGuigan, HSR Stowe Electrical</p> <p>Witness 16 admits the Respondent was referring to the Complainant "acting dumb and stupid". He denies the Respondent called the Complainant 2 a dickhead.</p> <p>Witness 16 admits the meetings usually get heated and he has seen the Respondent have an argument with Complainant 2 which in his words is "pretty normal".</p> <p>Witness 16 admits the Respondent was swearing during the meeting but does not recall the Complainant 2 swearing.</p> <p>Witness 16 states in his views he feels the meeting was "heated".</p>
<p>Finding</p>	<p>Substantiated</p> <p>The report finds evidence to support the allegation that the Respondent repeatedly berating Complaint 2, calling him offensive and demeaning names such as; "idiot, dumb, stupid".</p> <p>The report finds evidence to support the allegation that the Respondent was swearing at and calling Complainant 2 "a dickhead" and repeatedly used the word "fuck" in front of the</p>

	<p>Safety Committee Team.</p> <p>The report finds evidence to support the allegation that the Respondent was being very aggressive, including pointing fingers directly at Complainant 2 while yelling at him in the manner described above.</p>
<p>Breach</p>	<p>Bullying</p> <p>Both the Fair Work Act and CIMIC’s Workplace Behaviour Policy (clause 3.1) state bullying may involve any of the following repeated behaviours:</p> <ul style="list-style-type: none"> - <i>aggressive or intimidating conduct;</i> - <i>belittling or humiliating comments;</i> <p>In addition, both the Fair Work Act and CIMIC’s Workplace Behaviour Policy lists (Clause 3) “<i>aggressive or intimidating conduct</i>” as being unreasonable behaviour and therefore a form of Bullying.</p> <p>The evidence in the report supports the claim that the Respondent made belittling and humiliating comments towards Complaint 2, which were classified as bullying due to their aggressive, intimidating, and unreasonable nature.</p> <p>The evidence in the report demonstrates a pattern of behaviour whereby the Respondent has repeatedly engaged in aggressive and intimidating conduct whilst in the workplace, as identified in Allegation 1 which occurred the day after Allegation 2 which constitutes Bullying.</p> <p>Harassment</p> <p>CIMIC’s Workplace Behaviour Policy (clause 3.2) state that Harassment in the workplace is unlawful is any type of behaviour that generally:</p> <ol style="list-style-type: none"> 1. is unwelcome or unwanted by the recipient and which offends, insults, humiliates or intimidates them; and 2. 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. <p>The information contained in this report provides evidence that the Respondent’s comments towards Complainant 2 was unwelcomed and unwanted and offended and humiliated him in front of the whole Safety Committee when it occurred.</p> <p>CIMIC Workplace Behaviour Policy</p> <p>CIMIC’s Workplace Behaviour Policy also lists “bullying” (clause 3.1) and “harassment” (clause 3.2) and creating a “hostile work environment” (clause 3) as conduct which is prohibited and otherwise unlawful.</p> <p>Clause 3 of the policy further states:</p> <ul style="list-style-type: none"> - <i>“The Group has a legal obligation to eliminate this conduct as far as possible”...and</i> <p><i>“...any person found to have breached this Policy by displaying any of these behaviours may be subject to disciplinary action.”</i></p>

9. Recommendations

The above allegations have been substantiated and therefore breached the following:

- Work Health and Safety Act 2011 (Cth) (sections 19(1) and 28) – Primary duty of care and Duties of Workers.
- CIMIC's Workplace Behaviour Policy – Clause 3, 3.1 and 3.2 – Bullying and Harassment.
- CIMIC's Group Code of Conduct – Clause 2.1 – Health and Safety.
- CPB Employment Contract dated 29 August 2023 - sections 13.2 (1.d and 1.f).

Due to the serious nature of the substantiated findings, the following recommendations are outlined below:

1. The Respondent is provided a show cause letter which outlines the intention to terminate his employment – subject to any further information that may be provided for consideration.
2. Complainant 1 is provided with a First and Final Written Warning in so far as his actions during pre-start attributed to the Respondent's desire to engage in a physical altercation with Complainant 1.

If you have any questions about this Report, please contact Nicole Watson on [REDACTED]

Nicole Watson

Dated 25 October 2024

10. Index to Brief of Documents

Appendix No.	Document	Date
1.	Statement of Richard Atutolu (Respondent), Certified Tradesperson	15 October 2024
2.	Statement of Stephen Hilton (Complainant 1), Heavy Mobile Plant Operator	3 October 2024 and 11 October 2024
3.	Statement of Moe Borhani (Complainant 2), Safety Manager	2 October 2024 and 3 October 2024
4.	Statement of Justin Bishop (Witness 1), Site Manager	3 October 2024
5.	Statement of Will Fitzgerald (Witness 2), Senior Supervisor	3 October 2024
6.	Statement of Brendan Penhall (Witness 3), Senior Supervisor	3 October 2024
7.	Statement of Dan Nightingale (Witness 4), Supervisor	3 October 2024
8.	Statement of Matthew Graham (Witness 5), Supervisor	3 October 2024
9.	Ali Danyal (Witness 6), Safety Advisor	3 October 2024
10.	Statement of David Kay (Witness 7), Senior Supervisor	9 October 2024
11.	Statement of Mick Butterley (Witness 8), Supervisor	9 October 2024
12.	Statement of Scott Murray (Witness 9), Senior Supervisor	15 October 2024
13.	Statement of David Curtis (Witness 10), Non-Certified Trade Person	16 October 2024
14.	Statement of Steven Coffin (Witness 11), Gantry Operator	22 October 2024
15.	Statement of Matt Ekin (Witness 12), Operator	22 October 2024
16.	Statement of Rod Ormond (Witness 13), Operator	22 October 2024
17.	Statement of Leigh Wedrat (Witness 14), Worker	3 October 2024 22 October 2024
18.	Statement of Corey Foxwell (Witness 15), Worker	11 October 2024 22 October 2024
19.	Statement of Gary McGuigan (Witness 16)	25 October 2024
20.	Work Health & Safety Act Section 19	Printed 25 October 2024
21.	Fair Work – Bullying in the Workplace	Printed 25 October

Private & Confidential

		2024
22.	CIMIC Group Code of Conduct	Printed 25 October 2024
23.	CIMIC Workplace Behaviour Policy	Printed 25 October 2024
24.	CCTV Transcript and Video	Captured 3 October 2024



29 October 2024

PRIVATE & CONFIDENTIAL

Richard Atutolu
[REDACTED]
[REDACTED]

Dear Richard,

Confidential workplace investigation

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 on 2 October and 3 October 2024.

The Allegations are set out below:

Allegation 1

During pre-start on 3 October 2024, you invited Stephen Hilton (Heavy Mobile Plant Operator) outside the entrance to the Gabba site, and then proceeded to wait for him there on the side of the road to engage in a physical altercation. It is alleged such conduct was intended to threaten and intimidate and/or to harm Stephen Hilton in order to settle perceived workplace differences.

CCTV clearly shows you walking towards the turnstile and then exiting the site where you paced back and forth looking into the entrance of the site. CCTV then shows you rolling up your sleeves and unbuttoning your shirt in readiness for an altercation. CCTV shows a large group of workers then moving towards the gates and turnstiles looking out towards you. CCTV shows Stephen Hilton walking towards the turnstiles but then turning around and leaving the area and not participating further.

Allegation 2

On 2 October 2024, during a Safety Committee meeting, you repeatedly berated Moe Borhani and called him offensive and demeaning names such as; "idiot, dumb, stupid, dickhead" and repeatedly used the word "fuck" whilst engaged in a Safety Committee team meeting.

It should be noted that Mr Borhani was conducting this meeting in his role as Safety Manager. In this role, Mr Borhani has the leadership responsibility of safety across the whole Gabba site, at which you are employed to perform the role of a Health and Safety Representative.

Mr Borhani describes your behaviour as unprofessional and that you used aggressive behaviour directly towards him. Mr Borhani states that your conduct occurred in front of the other Safety Committee members (approximately 20) whilst he continued to run the meeting in his role as Safety Manager.

The purpose of this letter is to advise that the investigation has substantiated the Allegations against you.

CPB considers your actions to be misconduct.

CPB considers that by your conduct you:

- attempted to incite violence in the Workplace;
- 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 2010* (Qld) (**WH&S Act**);

- Exposed yourself and others to a risk to health and safety in the workplace;
- Breached your obligations as a worker under section 28 of the WH&S Act;
- Exposed CPB and its officers and directors to unacceptable legal and other risks;
- Fundamentally breached your obligations to act in good faith and in the best interests of your employer in the course of your employment;
- Breached section 13.2 (1.d and 1.f) of your employment contract with CPB, dated 29 August 2023.
- 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”
- 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.”
- 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.
- Constituted:
 - aggressive or intimidating conduct;
 - belittling or humiliating comments;
- Constituted unlawful workplace bullying. Both the Fair Work Act and CIMIC’s Workplace Behaviour Policy lists (Clause 3) “aggressive or intimidating conduct” as being unreasonable behaviour and therefore a form of Bullying.
- 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.

I enclose a copy of the following, as referenced above.

- Richard Atutolu – Contract of Employment
- CIMIC Group Code of Conduct
- CIMIC’s Workplace Behaviour Policy.

The purpose of this letter is also to allow you an opportunity to respond to CPB’s proposed disciplinary action. No decision has been made or will be made in relation to disciplinary action until you have had the opportunity to respond.

Proposed disciplinary action

Based on the seriousness of your misconduct, CPB's preliminary view is that your employment should be summarily terminated.

Opportunity to respond

Before making a final decision, CPB would like to give you an opportunity to respond to this letter and tell us why the proposed disciplinary action should not be taken against you.

You are invited to attend a meeting on Friday 1 November 2024 at 10.00am with Nicole Watson, Senior HR Advisor and the Woolloongabba Precinct Manager to discuss your response.

We will consider your response and any other relevant information available to us before making a final decision. In the absence of any response from you, or your failure to attend the meeting, we will proceed to decide what to do next based on the information then available to us.

Please be advised that you are entitled to bring a support person along with you to the meeting. Please advise Nicole Watson beforehand who will be attending with you so that appropriate arrangements can be made. Nicole may be contacted at [REDACTED]

Other matters

In the meantime, your employment will remain suspended on base rate until further notice.

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. However, you are able to discuss the matter with a professional advisor, provided that any such advisor also maintains confidentiality.

Finally, again a reminder that counselling and employee assistance is available to you – you are encouraged to utilise the employee assistance program on 1800 056 076, at any time.

Yours sincerely,

[REDACTED]
Vince Sanfilippo
General Manager, QLD & PNG

21 November 2024

PRIVATE & CONFIDENTIAL

Richard Atutolu
[REDACTED]

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 CIMIC’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



CBGU D&C JV

Private & Confidential Investigation Report

Unapproved Workplace Conduct – Prevention of Scheduled Work and Interfering with Project Subcontractor

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Cross River Rail, Tunnels & Stations

Dated: 19 December 2024

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Private & Confidential

Cross River Rail, Tunnels & Stations
Level 3, North Tower
339 Coronation Drive
Milton, QLD 4064, Australia

1. Background

On 20 November 2024, Cross River Rail TSD (**the Project**) received a complaint from Justin Griffin, Boggo Road Precinct Manager (**the Complainant**) alleging that Adam Langford Certified Trades Person and HSR Representative (**Respondent**) had denied a MARR's tower crane crew (the **MARR Crew**) access onto the Boggo Road Site (the **Site**) on Saturday 16 November 2024 who were scheduled to conduct pre-scheduled works (**The Incident**).

It is alleged that The Incident involved the Respondent engaging in intimidation of the Crew and was done with the intention of preventing the MARR's Crew from performing the planned pre-scheduled works on that day. It is alleged that the Respondent's, conduct had the effect of interfering in the performance of the pre-scheduled works by the MARR's Crew and in so doing the Respondent acted without any relevant authority and/or acted in excess of his authority. It is alleged that this conduct interfered, causing injury, loss and damage to the contractual relations between the CBGU JV (of which CPB is a party) and MARR (together called the **Allegations**).

The Complaint is included in the Brief of Documents **attached**.

2. Scope of Investigation

An Investigator was appointed to undertake a fact finding investigation into all aspects of the Allegations (**Investigation**) and prepare a report about all aspects of the Allegations.

3. Policies and Procedures

The following policies and procedures were considered as part of this investigation as required by the Terms of Reference.

CIMIC Workplace Behaviour Policy

CIMIC Code of Conduct

CPB Employment Contract

4. Employees subject to investigation

Employee Name	Employee title
Justin Griffin (Complainant)	Precinct Manager
Adam Langford (Respondent)	Certified Tradesperson and HSR Delegate

5. Investigator

Investigator's full name	Investigator's title
Nicole Watson	Senior HR Advisor

6. Process

6.1 Interviews

As part of the investigation, the Investigator interviewed:

Name	Position	Date of interview
Justin Griffin	Precinct Manager	21 November 2024
Adam Langford	Certified Tradesperson and HSR Delegate	2 December 2024
Phil Byron	Boggo Site Supervisor	4 December 2024
Shane Stewart	Boggo Site Superintendent	4 December 2024

All documents relating to interviewees are included in the Brief of Documents.

All interviewees were offered a support person during the interviews.

7. Credibility Statement

During interviews the Investigator assessed the credibility of each person interviewed.

Justin Griffin, Precinct Manager (Complainant)

The Complainant has worked on the project since 4 November 2019. During these 5 years the Complainant has been appointed the Precinct Manager at the site named Boggo Station.

The Complainant holds a senior management position on the project and is by all accounts highly regarded in his profession by his peers as well as upper and lower reporting lines.

Since joining the project there has not been any negative feedback regarding the Complainant who is looked favourably upon his management style in terms of program works on the Boggo Station site.

The Investigator has no reason to believe the Complainant has been untruthful or has purposely falsified information in order to influence investigation process in any way.

Adam Langford, Certified Tradesperson and HSR Delegate (Respondent)

The Respondent has worked on the project since 31 August 2023 and while employed as a Certified Tradesperson, holds the position of HSR Delegate.

The Respondent refused to attend the proposed interview meeting scheduled with the Investigator on 29 November 2024. Instead the Respondent advised his response would be provided by email via his CFMEU representative Mr Elliott Dalglish.

On 2 December 2024 the Respondent was advised that should he not attend the interview or provide his written response the Investigation would be compiled with the information that was at hand. In response the Investigator received an email by Mr Dalglish outlining the Respondent's position dated 2 December 2024.

Phillip Byron, Supervisor (Witness 1)

Witness 1 has worked on the project since 25 March 2024 as a Supervisor on the Boggo Road site.

Witness 1 is by all accounts highly regarded in his profession by his peers as well as upper and lower reporting lines.

Since joining the project there has not been any negative feedback regarding Witness 1 behaviour or his work on the project.

The Investigator has no reason to believe Witness 1 has been untruthful with his statement but was somewhat guarded with his answers when questioned.

Shane Stewart, Superintendent (Witness 2)

Witness 2 has worked on the project since 22 July 2019. During this time Witness 2 has been promoted to the role of Superintendent on the Boggo Station site.

Witness 2 holds a senior management position and by all accounts is highly regarded in his profession by his peers as well as upper and lower reporting lines.

Since joining the project there has not been any negative feedback regarding Witness 2 and is looked favourably upon his management style in terms of program works and his behaviour on the Boggo Station site.

The Investigator has no reason to believe Witness 2 has been untruthful or has purposely falsified information in order to influence the investigation process in any way.

8. Findings

8.1 Categories of findings and the standard of proof

The Investigator has made findings as to whether the allegations are substantiated on the balance of probabilities (that is, the civil standard of proof).

Given the serious nature of the allegations, the 'Briginshaw test' has been applied (from the case *Briginshaw v Briginshaw* (1938) 60 CLR 336). The Briginshaw test takes into account the:

- (i) seriousness of the allegation;
- (ii) inherent likelihood of the conduct occurring based on the evidence; and
- (iii) gravity of the consequences flowing from a particular finding.

There are three categories of findings – the allegation is:

substantiated – the Investigator found that it was more likely than not that the conduct occurred;

not substantiated – the Investigator found it was more likely than not that the conduct did not occur;

unable to be substantiated – this does not mean that the conduct as alleged did not occur, but means that the Investigator was unable to determine whether the alleged conduct occurred or not (for example, because the witnesses provided conflicting information and there was no other evidence to corroborate either witness' version of events).

8.2 The findings are:

Allegation 1	<p>On 16 November 2024 while at the Boggo Road site it is alleged:-</p> <ul style="list-style-type: none">a. The Respondent interfered with a MARR's tower crane crew's attempts to enter Site; and/orb. By the Respondent's conduct caused the MARR's tower crane crew not to enter the Site; and/orc. By the Respondent's conduct in (a) and (b) above sought to (and did) intimidate the MARR's tower crane crew from entering the Site; and/ord. By the Respondent's conduct in (a) and (b) above the Respondent sought to (and did) deny the MARR's tower crane crew from entering the Site; and/or
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	<ul style="list-style-type: none"> e. As a consequence by the Respondent's conduct in (a) and (b) above, interfered in the contractual relations between CPB and MARR and caused injury loss and damage; and/or f. By the Respondent's actions and conduct referred to in (a), (b), (c), (d) and (e) above, acted without authority; and/or g. By the Respondent's actions and conduct referred to in (a), (b), (c), (d) and (e) above, you acted in breach of your duties and obligations to CPB; and/or h. By the Respondent's actions and conduct referred to in (a), (b), (c), (d) and (e) above you acted in fundamental breach of your duties to CPB and in breach of your contract of employment.
<p>Response</p>	<p>Via email dated 2 December 2024, the Respondent:</p> <ul style="list-style-type: none"> a. Denies interfering with the crane crew's attempt to enter site and cites the allegations as fanciful, false and vexatious. b. Denies the MARR's tower crane crew did not enter site due to his conduct and cites the allegation to be fanciful, false and vexatious. c. Denies he conducted himself as intimidating or to menace the crane crew and cites the allegation to be fanciful, false and vexatious. d. Denies he sought to and denied the MARR's crane crew entry to the site and cites the allegation to be fanciful, false and vexatious; e. Categorically denies all above allegations and as a result cannot be held responsible for any damage to contractual relations between CPB and MARR. f. States that at no time did he demonstrate reckless disregard for his employment relationship or that it was inconsistent with the continuation of his employment contract. g. States the actions of the sort alleged did not occur and therefore none of the events described ever happened. h. Claims he did not commit any act of misconduct. <p>(Email included in the Brief of Documents and listed as Document No. 1)</p>
<p>Witness</p>	<p>Justin Griffin (Complainant)</p> <p>Provides email with timeline of events of alleged incident. (Included in Brief of Documents and listed as Document No. 2).</p> <p>Provides email from Kym Allen, Workforce Allocator of MARR dated 14 November 2024 as evidence that MARR were happy to work Saturday 16 November 2024 however stating the crew "did get pressured by the site delegate not to run the crane". (Included in Brief of Documents and listed No. 3)</p> <p>Provides email from Erin Doyle, Operations Manager of MARR dated 16 November 2024 stating the crane crew attended the Site that morning however "were not provided safe and unimpeded access". Email further states the crew were</p>

informed at 6.30am that the "**site Delegate denied them access through the gate**" and that as a result Superintendent Shane Stewart was informed. (Included in Brief of Documents and listed No. 4)

Provides email from Simon Marr, Managing Director of MARR dated 20 November 2024. Email attaches copies of text messages between crane crew at Boggo Road and MARR Service Manager Kym Allen "**advising that crane crew had been denied access to site by the CPB Delegate Adam**". Also provides screenshot of the call Kym then makes to Superintendent Shane Stewart advising him of the situation.

Text messages provided as evidence are as follows:

Saturday 16 November 2024

1. 6.25am AK (Anthony)

"Hi Kym we have turned up for work and was fronted by the Union delegate at the gate. So did not want confrontation and left site. Tony."

Kym replies:

"... is it only Marr employees being turned away?"

AK response:

"Thanks mate. It's only MARRs."

2. 6.23am JH (Jacob)

"Hey mate turned up to work denied access to site by the Delegate".

3. 6.22am RM (Ross)

"Morning mate we fronted for work and not allowed access by Delo".

4. 6.29am –Outgoing call Kym Allen Workforce Allocator of MARR to Boggo Road Superintendent Shane Stewart

(Included in Brief of Documents and listed as Documents No. 5)

CCTV footage previously viewed by Justin Griffin showed Adam Lanford walking in the direction of the school carpark at approximately 6.30am on Saturday 16 November 2024. The previously viewed footage situates the Respondent in the location at the same time when the MARRs crane crew say the confrontation occurred the morning they were denied entry allegedly by the Respondent. Similarly Damstra turnstile entry data shows the Respondent entering site at 5.22am and then again at 6.36am which again corresponds with the time of the alleged incident.

(included in Brief of Documents and listed as Document No. 6)

Phillip Byron (Witness 1)

States on the Friday 15 November 2024, two of the MARRs

	<p>crane crew members told him that the Respondent had approached them saying they weren't allowed to work on Saturday 16 November 2024 and if they showed up he would meet them in the carpark and not let them in.</p> <p>States the Respondent in leading up to the weekend of 16 November 2024 also told him directly that MARRs wouldn't be working that Saturday and no other Saturday going forward.</p> <p>States on Saturday 16 November 2024, the two MARRS crane crew called him saying they didn't know what else to do so they were going to show up to site that morning.</p> <p>States he heard after they showed up Adam approached them in the car park and turned them away from site denying them entry.</p> <p>(Statement included in Brief of Documents and listed as Document Numbered 8)</p> <p>Shane Stewart (Witness 2)</p> <p>States the Respondent had spoken to him the week leading up to the weekend of 16 November 2024, saying words to the effect <i>"you're not going to have a MARRs crew this weekend"</i>.</p> <p>States he called Kym Allen from MARRs to confirm whether there were any issues between them and the CFMEU regarding them working on the weekend. Kym confirmed there was no issues and sends Shane an email dated 14 November 2024 confirming same and stating <i>"as far as we are concerned it is business as usual on Saturday 16 November"</i> and that the <i>"current day shift crew were not involved in working the last bank of RDO's or Saturday preceding.."</i> but that <i>"the crane crew are happy to work Saturday but did get pressured by the site Delegate not to run the crane"</i> (Refer to Brief of Documents - listed as Document Numbered 3)</p> <p>States he received a call from Kym morning of Saturday 16 November 2024 stating Adam had become vocal with the MARRs crane crew and intimidated them, denying them entry onto site.</p> <p>(Statement included in Brief of Documents and listed as Document Numbered 9)</p>
<p>Finding</p>	<p>Substantiated (subject to what I say about Intimidation/Harassment)</p> <p>The report reveals compelling evidence indicating that in the lead-up to the weekend of Saturday 16 November 2024, the Respondent had clear intentions to deny the MARR crane crew's access at the Boggo Road site. The report provides evidence the Respondent went so far as to convey his intention to not only individuals within the MARR crane crew but as well as Boggo Supervisors.</p> <p>The report provides evidence that MARR had always planned for the crew to work Saturday 16 November 2024 insofar as stating in their email to Superintendent Shane Stewart dated 14 November 2024 <i>"as far as we are concerned, it is business as usual on Saturday"</i>.</p> <p>Furthermore, the report substantiates the allegation that the Respondent not only attempted to but through his conduct, succeeded in causing the MARRs crane crew not to enter the</p>

	<p>Boggo Road site on the morning of Saturday 16 November 2024.</p> <p>Significantly these actions, when considered together, caused the MARR crane crew not enter the Boggo Road site on 16 November 2024. According to Witness 1, they felt they had no other option but to show up for work on that Saturday morning. This situation arose due to the Respondent's actions.</p> <p>While I have been satisfied that it was the Respondent's conduct that caused the MARR crane crew not to enter the site of that day, I have not been satisfied on the evidence currently available, that there is sufficient evidence to conclude that the allegation of intimidation and harassment has been fully substantiated. In any event, I do not believe that much turns of this conclusion in the circumstances, given that whatever the conduct that was engaged in by the Respondent, it clearly caused the MARR's Crew not to enter the site, and as a consequence, MARR's did not perform the contracted pre-scheduled works. That outcome, lies squarely at the feet of the Respondent. It</p> <p>The report further confirms that the Respondent overstepped the boundaries of his duties and responsibilities as set forth in his employment agreement with CPB dated 29 August 2023. It is therefore clearly established that by engaging in the conduct he caused the MARR's Crew not to enter the site. By that conduct the Respondent acted beyond his authority as a CPB employee.</p> <p>Moreover, it is found that the Respondent's actions have not only resulted in disruptive consequences but has interfered in the contractual relations between the CBU JV (of which CPB is a party) and MARRs, resulting in injury, loss and damage.</p> <p>These finding are supported by:</p> <ol style="list-style-type: none">1. Statements provided by the Complainant and Witnesses 1 and 2 as documented in the Brief of Documents Numbered 2, 8 and 9;2. Email and Text messages provided as evidence by the MARRs crane crew and as documented in the Brief of Documents Numbered 3 - 5.3. CCTV footage previously viewed by Justin Griffin on 18 November 2024 and Boggo Road Turnstile records showing entry at 5.22am and 6.36am. This notably supports the timeframe and situates the Respondent at the location of where the incident occurred. Based on this footage and taking into account the Bringshaw test it is found that based on the balance of probabilities the allegations were more than likely to have occurred. Statement by Justin Griffin who viewed the CCTV footage and gate entry records are listed in the Brief of Documents and numbered documents 6 and 7.4. The Respondent's employment contract and CIMIC's Workplace Behaviour and Code of Conduct documents as included in the Brief of Documents Numbered 10-12.
Breach	<p>CIMIC's Workplace Behaviour Policy (Document 9)</p> <p><u>Clause 2. General standards of workplace behaviour</u> states:</p>

"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. "*

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."

CIMIC Group Code of Conduct (Document 10)

CIMIC's Group Code of Conduct which sets out the requirements for workplace behaviour across CIMIC Group Limited and its entities states:

Clause 2.2. Working with one another

"The Group strives to: create a safe, healthy, supportive and positive working environment where Employees are treated fairly and with respect"

And further states under Clause 5. Working with third parties

"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."

CPB Employment Contract dated 29 August 2023 (Document 11)

Clause 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;*

	<p>(3) <i>by co-operating with and carrying out all lawful orders and directions of the company (which may include a direction to comply with day-to-day management of your work by another CIMIC Group entity where the company has directed you to work under the day-to day directions of that entity (without any change in your employer)) and at all times acting faithfully, honestly and diligently, and so as not to compromise the company's trust and confidence in you;</i></p> <p>(4) <i>by carrying out such duties (including duties of a lower or higher classification) 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 ABN 98 000 893 667 Melbourne Level 6, 567 Collins Street Melbourne VIC 3000 Australia. PO Box 264 Collins Street West VIC 8007 Australia T +61 3 9228 7700 cpbcon.com.au Page 3 of 15 requirements and/or to overcome other operational problems, provided that the company determines that you have the required skills to perform the relevant work;</i></p> <p>(5) <i>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;</i></p> <p>...</p> <p>(7) <i>by not using your position for an improper purpose; and</i></p> <p>(8) <i>by acting always within the levels of authority delegated by the company."</i></p> <p><u>Clause 13.2 Termination without Notice</u> states:</p> <p>(1) <i>"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:</i></p> <p style="padding-left: 40px;">(a) <i>are involved in serious misconduct (including without limitation dishonesty, theft, fraud or assault),</i></p> <p style="padding-left: 40px;">(b) <i>breach any material provision of this contract of employment including in relation to your duties, or dealing with confidential information,</i></p> <p style="padding-left: 40px;">(c) <i>....</i></p> <p style="padding-left: 40px;">(d) <i>refuse to obey or comply with a reasonable and lawful direction of the company,</i></p> <p style="padding-left: 40px;">(e) <i>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,</i></p> <p style="padding-left: 40px;">(f) <i>are found to have materially breached any the company policies relating to the company's or the CIMIC Group's business,"</i></p>
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9. Recommendations

The above allegations have been substantiated (subject to what I have said in relation to the allegation regarding intimidation/harassment) and therefore the Respondent breached the following:

- CIMIC's Workplace Behaviour Policy – Clauses 2, 3,; and
- CIMIC's Group Code of Conduct – Clauses 2.2 and 5; and
- CPB Employment Contract dated 29 August 2023 – Clauses 2.6 (1, 2, 3, 4, 5, 7 and 8) and 13.2 (1a, 1b, 1d, 1e and 1f).

Due to the serious nature of the substantiated findings, it is recommended that the Respondent is provided a show cause letter which outlines the intention to terminate his employment – subject to any further information that may be provided for consideration.

If you have any questions about this Report, please contact Nicole Watson [REDACTED]

Nicole Watson

Dated 19 December 2024

10. Index to Brief of Documents

Appendix No.	Document	Date
1.	Email from Elliot Dalgleish on behalf of Adam Langford (Respondent), Certified Tradesperson responding to the allegations	2 December 2024
2.	Justin Griffin – Email setting out timeframe of events	20 November 2024
3.	Email Kym Allen MARR Workforce Allocator to Shane Stewart, Boggo Road Superintendent stating “business as usual” for Saturday 16 November 2024; and crane crew getting pressured by site delegate.	14 November 2024
4.	Email Erin Doyle, MARR Operations Manager to Brendan Gegg, Boggo Road Area Manager confirming crane crew were “not provided safe and unimpeded access” and that “CPB site delegate denied them access through the gate”.	16 November 2024
5.	Email Simon Marr, MARR Managing Director to Justin Griffin, Boggo Road Precinct Manager attaching text messages between MARR’s crane crew and their Service Manager Kym Allen advising they had been denied access to the site by delegate Adam.	20 November 2024
6.	Statement by Justin Griffin stating he viewed CCTV footage of Respondent walking towards carpark, supporting the timeframe and situates the Respondent at the location of where the incident occurred.	10 December 2024
7.	Boggo Road Turnstile entry records supporting timeframe and location of the Respondent which corroborates with the allegation	16 November 2024
8.	Statement of Witness 1, Phillip Byron, Boggo Road Supervisor	4 December 2024
9.	Statement of Witness 2, Shane Stewart, Boggo Road Superintendent	4 December 2024
10.	CIMIC’s Workplace Behaviour Policy	As at 5 December 2024
11.	CIMIC’s Code of Conduct	As at 5 December 2024
12.	CPB Employment Contract with Respondent	29 August 2023



8 January 2025

PRIVATE & CONFIDENTIAL

Mr Adam Langford
[REDACTED]
[REDACTED]

By Email: [REDACTED]

Dear Adam

Confidential workplace investigation

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 on 16 November 2024.

The Allegations are set out below:

Allegation

On 16 November 2024 while at the Boggo Road site it is alleged:-

- a. You interfered with a MARR's tower crane crew's attempts to enter Site; and/or
- b. By your conduct caused the MARR's tower crane crew not to enter the Site; and/or
- c. By your conduct in (a) and (b) above sought to (and did) intimidate the MARR's tower crane crew from entering the Site; and/or
- d. By your conduct in (a) and (b) above sought to (and did) deny the MARR's tower crane crew from entering the Site; and/or
- e. As a consequence of your conduct in (a) and (b) above, interfered in the contractual relations between CPB and MARR and caused injury loss and damage; and/or
- f. By your actions and conduct referred to in (a), (b), (c), (d) and (e) above, acted without authority; and/or
- g. By your actions and conduct referred to in (a), (b), (c), (d) and (e) above, acted in breach of your duties and obligations to CPB; and/or
- h. By your actions and conduct referred to in (a), (b), (c), (d) and (e) above you acted in fundamental breach of your duties to CPB and in breach of your contract of employment.

The purpose of this letter is to advise that the investigation has substantiated the Allegations (subject to what is said about Intimidation/Harassment) against you.

CPB considers your actions to be misconduct.

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 Contract 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,”*

I enclose a copy of the following, as referenced above.

- Adam Langford – Contract of Employment
- CIMIC Group Code of Conduct

- CIMIC's Workplace Behaviour Policy.

The purpose of this letter is also to allow you an opportunity to respond to CPB's proposed disciplinary action. No decision has been made or will be made in relation to disciplinary action until you have had the opportunity to respond.

Proposed disciplinary action

Based on the seriousness of your misconduct, CPB's preliminary view is that your employment should be summarily terminated.

Opportunity to respond

Before making a final decision, CPB would like to give you an opportunity to respond to this letter and tell us why the proposed disciplinary action should not be taken against you.

You are invited to attend a meeting with to provide your response with Nicole Watson, Senior HR Advisor and Site Superintendent Shane Stewart to provide your response. This meeting will take place at:

Date:- Friday 10 January 2025

Time:- 10.30am

Location:- [310 Vulture Street](#) (Corner Lahey Lane), Kangaroo Point (call Nicole on 0418 917 117 to gain lift access on arrival).

In the alternative, you may elect to forgo a meeting and provide a written response. You may also elect to do both. Any written response that you wish to provide must be received by no later than the scheduled time for the commencement of the Show Cause Meeting.

We will consider your response and any other relevant information available to us before making a final decision. In the absence of any response from you, or your failure to attend the meeting, we will proceed to decide what to do next based on the information then available to us.

Please be advised that you are entitled to bring a support person along with you to the meeting. Please advise Nicole Watson beforehand who will be attending with you so that appropriate arrangements can be made. Nicole may be contacted at [REDACTED]

Other matters

In the meantime, your employment will remain suspended on base rate until further notice.

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. However, you are able to discuss the matter with a professional advisor, provided that any such advisor also maintains confidentiality.

Finally, again a reminder that counselling and employee assistance is available to you – you are encouraged to utilise the employee assistance program on 1800 056 076, at any time.

Yours sincerely,

[REDACTED]
Vince Sanfilippo
General Manager, QLD & PNG



15 January 2025

PRIVATE & CONFIDENTIAL

Mr Adam Langford
[REDACTED]
[REDACTED]

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 Contract 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

Private and Confidential

9 October 2024

Sean Korostovetz
C/O CPB Contractors Pty Ltd

By Hand

Dear Sean,

RE: Suspension of your Employment / Investigation / Directions

CPB Contractors Pty Ltd (CPB) has become aware that during the course of your employment you were involved in "The Alleged Incidents", described below.

The circumstances described in The Alleged Incidents and your involvement in those Incidents are disturbing and give rise to serious concerns in relation to your conduct in the course of your employment and, as a consequence, concerns regarding your on-going employment with CPB.

The Alleged Incidents

It is alleged that:-

1. On Friday 4th October 2024 at approximately 10:10am Workplace Health and Safety (WHS) arrived on the Albert Street site to inspect allegations by CFMEU Organisers Mr Dean Mattas, Mr Corey Taylor and yourself.
2. There was some strong debate between the CFMEU organisers, you and a Workplace Health and Safety Inspector who had attended the site.
3. During those discussions the issue of dust masks was discussed, including reference to dust suppression mask signage.
4. At 11.25am you attempted to get the Workplace Health and Safety Inspector to visit an area known as B7, but the Inspector declined as she wanted to close out the then current issue.
5. At approximately 11.45am you were observed going down to level B7 and tampering with three (3) safety signs that had been placed on a barrier so that the (3) safety signs could not be seen by workers in the area. In addition to being directly observed engaging in this conduct, shortly thereafter several workers reported that you had been seen by them interfering with safety signs in the area. The three signs that you were seen to interfere with were:-
 - Warning dust hazard wear appropriate dusk mask in this area
 - Plant operating zone
 - A list of tasks that were being carried out beyond the barrier along with contact details for supervisors in that area
6. The conduct referred to in paragraph 5 (above) is extremely serious. Interference with safety signs on a construction site or taking steps that would interfere with safety

equipment or other safety measures, is a clear breach of your duties and responsibilities as an employee, including but not limited to, your statutory duties as a “worker” under section 28 of the Work Health & Safety Act 2011 (Qld).

7. When you were confronted by a supervisor and asked whether you had engaged in the above conduct, you denied it and then walked off.
8. If you did engage in the conduct referred to above:-
 - it fundamentally calls into question the trust and confidence that sits at the foundation of the employment relationship with CPB; and/or
 - you have likely fundamentally breached your contract of employment; and/or
 - you have likely engaged in serious and wilful misconduct; and/or
 - you have likely repudiated your contract of employment with CPB; and/or
 - you have likely engaged in conduct that 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.

Investigation

Given the seriousness of The Alleged Incidents, CPB has initiated an Investigation into The Alleged Incidents (the **Investigation**).

In the circumstances, you are hereby issued with the following reasonable and lawful directions:-

1. Your licence to enter any CPB work site is hereby suspended, until further written notice. As a consequence, you are no longer permitted to enter or remain on any CPB workplace unless you are directed to do so in writing, for the purposes of the Investigation; and
2. You are to comply with any reasonable requests that might be made of you by the person nominated to undertake the Investigation, including but not limited to, attending and participating in any interviews, and answering all questions that might be asked of you in the course of the Investigation in a truthful, frank and forthright manner, consistent with your duty of fidelity and good faith to CPB; and
3. You must not communicate with any person who might potentially be a witness in the Investigation; and
4. You must keep your communications with the Investigator confidential and in all other respects comply with the confidentiality provisions set out in this letter.

(Collectively referred to as the **Directions**)

I want to stress that at this stage CPB has not formed any view in relation to The Alleged Incidents. This includes whether any disciplinary action may be warranted. If CPB considers that such action is warranted following the Investigation, you will be advised of this and be given an opportunity to respond.

Temporary Suspension

While the Investigation is being undertaken, CPB has determined that, until further written notice, you will not be permitted to attend or perform any work. During the period of his suspension, you will receive your usual remuneration.

You are reminded, that while on suspension, you remain an employee of CPB and you must comply with all reasonable and lawful directions that are communicated to you, including but not limited to the specific Directions set out above.

As a consequence, your site access and other security passes will also be temporarily suspended.

Confidentiality

You are expected to keep this matter confidential. You must not discuss or disclose The Alleged Incidents or the matter generally to any person other than your representative / support person or the Investigator, unless authorised in writing by CPB.

If you think a person may be able to provide relevant information regarding The Alleged Incidents, please let me or the Investigator know.

Victimisation

You are reminded that it is unlawful to victimise or retaliate against a person who is involved in a complaint or other workplace matter, because of their involvement. This means that you cannot victimise or retaliate against any person involved in this matter.

Similarly, it is unlawful for any person to victimise or retaliate against you as a result of your involvement in this matter. You should immediately contact me if you experience any difficulties in this regard.

If you wish to discuss any aspect of this matter, your point of contact will be Michael O'Brien, Senior IR Advisor on [REDACTED]

Finally, I confirm that you may access the CPB Employee Assistance Program if you require any support or assistance. To access the EAP, please call 1800 056 076 or visit gryphonpsych.com.au.

Sincerely,

[REDACTED]

Dominic Byrne

Precinct Manager

CBGU D&C JV

For and on behalf of CPB Contractors Pty Ltd



Subject to Legal Professional Privilege/Common Interest Privilege

Investigation Report

Inappropriate Workplace Behaviour

—

Cross River Rail, Tunnels & Stations

Dated: 15 November 2024

—

Private & Confidential

Michael O'Brien
CPB Contractors Pty Ltd
339 Coronation Drive
Milton, QLD 4064, Australia

1. Background

Sean Korostovetz is a CPB employee who is engaged at Albert Street Station. Sean has been employed by CPB since 4 September 2023 in the role of a Concrete Line Pump Operator.

1.1 Allegation

On 4 October 2024, the Project received complaints against Sean consisting of serious health and safety breaches. Sean was observed by several witnesses tampering with three (3) safety signs so that the signs could not be seen by workers in the area.

1.2 Timeline of Events on 4 October 2024

Time (approx.)	Details
10:10 am	<p>Workplace Health and Safety (WHSQ) arrived at the Albert Street Lot 1 site to inspect allegations raised by CFMEU organisers Dean Mattas and Corey Taylor.</p> <p>Discussions were held between the CFMEU, Sean and WHSQ regarding dust masks and dust suppression mask signs. Sean was present at this discussion which was on site.</p>
11:25 am	<p>Sean requested that WHSQ visit an area known as B7. However, WHSQ only agreed to go to that location after the original issues raised were first closed out. Shortly after making this request, Sean departed the discussion.</p>
11:45 am	<p>Sean was observed entering level B7 and tampering with three (3) safety signs so that the signs could not be seen by workers in the area.</p> <p>This behaviour was witnessed by several workers and supervision.</p> <p>The signs that Sean was seen to interfere with included:</p> <ul style="list-style-type: none">• Warnings regarding dust hazards and the requirement to wear dust masks.• Plant operating zones; and• Information regarding tasks that were undertaken within the work area in addition to contact details for supervisors.
11:50 am - 11:55 am	<p>Two (2) Rocktown employees approached Mat Anforth and advised that they had witnessed Sean turn over the dust mask sign in their work area.</p>
12:10 pm - 12:30 pm	<p>Mat Anforth confronted Sean and asked whether he had engaged in the above conduct, to which Sean provided the following response:</p> <p><i>"I would not do that."</i> <i>"Why would I do that."</i> <i>"People were bullying me."</i> <i>"People were dragging my name through the mud."</i></p>

12:16 pm	Daniel Brabrook witnessed Sean enter the B7 area and was subsequently advised by a Rocktown employee that Sean had turned over several signs. This information was reported to Mat Anforth. Dane Carlile received a call from a Rocktown employee advising he witnessed Sean flip over an exclusion zone sign in B7.
12:30 pm	CCTV captured Sean exiting the site through the turnstiles and heading towards the training room to attend the meeting with WHSQ. Sean was not present at the start of this meeting.

1.3 Additional Context

Throughout the inspection, discussions were held between WHSQ, the CFMEU organisers and Sean. The CFMEU and Sean were claiming that the Project was not meeting its obligations under the *Work Health & Safety Act 2011 (QLD)* as:

- The signs were general dust mask signs and were not sufficient for working in a high-risk silica area; and
- Workers were entering the high-risk silica area without a mask.

WHSQ disagreed with the CFMEU and was of the opinion that the dust mask signs were sufficient. Further, WHSQ advised that the Project had the correct paperwork and sufficiently trained the workers, fulfilling the required obligations.

1.4 Investigation

On 21 October 2024, Sean attended an interview to respond to the allegations. Sean advised that he did not feel comfortable conducting the interview with James Maher (Site Manager) in the room, for the following reasons:

- Sean alleges that James breached confidentiality at prestart where workers were told Sean had been stood down; and
- Sean is intimidated by James.

The Respondent provided the following response to all allegations:

“The matter is before the courts, so I will not be making a comment so as not to incriminate myself.”

On 8 November 2024, a letter requesting a written response by 3 pm, 11 November 2024 was sent to Sean Korostovetz.

On 8 November 2024, an email was received from Elliot Dalglish (CFMEU Industrial Officer), requesting an extension to respond by COB Friday 15 November 2024.

On 11 November 2024, an email response was sent to Elliot Dalglish granting an extension until 3 pm, Wednesday 13 November 2024.

On 13 November 2024, Elliot Dalglish provided a written response to the allegations, by email (Appendix 10). The response failed to provide any further substantive information.

1.5 The Findings

The following evidence was considered when determining the findings of the investigation:

- There is a direct witness (a Caledonia senior supervisor) of the incident provided a statement. There are also other reports of 2 supervisors (one from Rocktown and the other from CPB) and a CPB leading hand being contacted by workers who directly witnessed Sean flip the signs.
- Several Rocktown workers who reported seeing Sean flip the signs, requested that they remain anonymous for fear of retribution. Given the industrial environment over recent months and the Federal Court Orders obtained by CPB against the CFMEU in relation to their threatening behaviour and intimidation, this fear of retribution is not unreasonable.
- The timeline supports the findings – whereby, there was a period of time that Sean was absent from the discussions. CCTV also shows Sean leaving the site to rejoin the discussion with WHSQ.
- The argument being prosecuted by CFMEU of which Sean was actively supporting CFMEU’s argument, was concerning the very dust mask signs that he is alleged to have flipped.
- Sean also requested that WHSQ go to and inspect B7, the same location where Sean is alleged to have flipped the signs.
- When Sean was asked whether he had flipped the signs, he denied this allegation.

Based on the findings of the investigation, the allegation is substantiated. The findings of the investigation support evidence that Sean’s behaviour breaches his contract of employment, Project policies and procedures and Section 28 of the WHS Act, specifically exposing workers to a risk to health and safety in the workplace.

2. Scope of Investigation

An Investigator was appointed to undertake a fact-finding investigation into all aspects of the Allegations (**Investigation**) and prepare a report about all aspects of the Allegations.

3. Policies and Procedures

The following policies and procedures were considered as part of this investigation as required by the Terms of Reference.

- Work Health and Safety Act 2011 (Cth) – Section 19
- CIMIC Workplace Behaviour Policy.
- CIMIC’s Code of Practice.

4. Employees subject to investigation

Employee Name	Employee title
Sean Korostovetz	Concrete Line Pump Operator/HSR Delegate

5. Investigator

Investigator's full name	Investigator's title
Michael O'Brien	Senior IR Advisor

6. Process

6.1 Interviews

As part of the investigation, the Investigator interviewed:

Name	Position	Date of interview
John Stanton	Senior Scaffold Supervisor Caledonia	8 October 2024
Mat Anforth	Senior Supervisor CPB	10 October 2024
Dane Carlile	Rocktown Patching Supervisor	10 October 2024
Daniel Brabrook	Leading Hand CPB	9 October 2024

Interview notes for all interviewees are included in the Brief of Documents.

All interviewees were offered a support person during the interviews.

6.2 Inspection – premises and documents

On 9 October 2024, the Investigator conducted a site inspection at B7, Lot 1 Albert Street Station, The Investigator reviewed the documents listed in the Brief of Documents.

7. Credibility Statement

During interviews, the Investigator assessed the credibility of each person interviewed.

Sean Korostovetz (The Respondent), Concrete Line Pump Operator

The Respondent has worked on the project since 4 September 2023 and while employed as a Concrete Line Pump Operator, holds the position of HSR Delegate.

The Respondent attended the interview with a CFMEU support person. The Respondent said he didn't feel comfortable conducting the interview with James Maher (Site Manager) in the room, for the following reasons:

- Alleges that James Maher breached confidentiality at prestart where workers were told The Respondent had been stood down.
 - The Respondent has been offered the opportunity to provide further information and documentation. Should the Respondent provide the information an investigation will be undertaken.
- The Respondent is intimidated by James.

Private & Confidential

James Maher removed himself from the interview and Lyndon Hinrichsen (Site Manager) attended instead.

The meeting continued once all parties confirmed they were comfortable continuing.

The Respondent provided the following response to all allegations:

“The matter is before the courts, so will not be making a comment so not to incriminate myself.”

In terms of character, feedback is that the Respondent is often aggressive and argumentative and confrontational when it comes to matters of interest to the CFMEU. He will at times swear at workers and staff which has been described as intimidating. The Respondent also seems to have an influence over workers when it comes to matters of the CFMEU.

It is the Investigator’s opinion that the Respondent was not forthcoming with all the facts and was purposely withholding information from the investigation.

The Investigator has no reason to believe the other person interviewed has been untruthful or purposely withheld information to hinder the investigation process in any way.

8. Findings

8.1 Categories of findings and the standard of proof

The Investigator has made findings as to whether the allegations are substantiated on the balance of probabilities (that is, the civil standard of proof).

Given the serious nature of the allegations, the 'Briginshaw test' has been applied (from the case *Briginshaw v Briginshaw* (1938) 60 CLR 336). The Briginshaw test takes into account the:

- (i) seriousness of the allegation;
- (ii) inherent likelihood of the conduct occurring based on the evidence; and
- (iii) gravity of the consequences flowing from a particular finding.

There are three categories of findings – the allegation is:

substantiated – the Investigator found that it was more likely than not that the conduct occurred;

not substantiated – the Investigator found it was more likely than not that the conduct did not occur;

Unable to be substantiated – this does not mean that the conduct as alleged did not occur, but means that the Investigator was unable to determine whether the alleged conduct occurred or not (for example, because the witnesses provided conflicting information and there was no other evidence to corroborate either witness' version of events).

8.2 The findings are:

Allegation 1	On 4 October 2024, the Project received complaints against Sean consisting of serious health and safety breaches. Sean was observed by several witnesses tampering with
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	<p>three (3) safety signs so that the signs could not be seen by workers in the area.</p>
<p>Response</p>	<p>On 21 October 2024, Sean attended an interview to respond to the allegations. Sean advised that he did not feel comfortable conducting the interview with James Maher (Site Manager) in the room, for the following reasons:</p> <ul style="list-style-type: none"> • Sean alleges that James breached confidentiality at prestart where workers were told Sean had been stood down; and • Sean is intimidated by James. <p>The Respondent provided the following response to all allegations:</p> <p style="text-align: center;"><i>“The matter is before the courts, so I will not be making a comment so as not to incriminate myself.”</i></p>
<p>Witness</p>	<p>The following CBGU and subcontractor personnel witnessed Sean undertaking the behaviour on 4 October 2024.</p> <ul style="list-style-type: none"> • John Stanton (Caledonia Scaffold Supervisor): <ul style="list-style-type: none"> ○ At approximately 11:45 am, John directly witnessed Sean flip over three (3) safety signs on the TVS cells barricade, ensuring that no one could read the signs. • Mat Anforth (CPB Senior Supervisor): <ul style="list-style-type: none"> ○ At approximately 11:50 am - 11:55 am, two (2) Rocktown employees approached Mat and advised that they had witnessed Sean turn over the dust mask sign on the barricade to their area. ○ At approximately 12:10 pm and 12:30 pm, Mat confronted Sean and asked whether he had engaged in the above behaviour. Sean denied this and walked off. ○ The Rocktown employees advised Mat that they wanted to remain anonymous as they were afraid of retribution. • Dane Carlile (Rocktown Supervisor): <ul style="list-style-type: none"> ○ At approximately 12:16 pm, Dane received a call from a Rocktown employee advising that he had witnessed Sean flip over a sign on an exclusion zone. • Daniel Brabrook (CPB Leading Hand): <ul style="list-style-type: none"> ○ Daniel witnessed Sean enter the area and was subsequently advised by a Rocktown employee

	that Sean had turned over several signs.
Finding	Based on the findings of the investigation, the allegation is substantiated.
Breach	The findings of the investigation support evidence that Sean's behaviour breaches his contract of employment, Project policies and procedures and Section 28 of the WHS Act, specifically exposing workers to a risk to health and safety in the workplace.

9. Recommendations

Due to the serious nature of the substantiated findings and the previous disciplinary action, the following actions are recommended:

1. The issue of a show-cause letter outlining the intention to terminate his employment.

If you have any questions about this Report, please contact Michael O'Brien on [REDACTED]

Michael O'Brien

Dated 15 November 2024

10. Attachments

The following documents are attached to support the allegations against Sean:

- Statement of John Stanton (Appendix 1).
- Statement of Dane Carlile (Appendix 2).
- Statement of Daniel Brabrook (Appendix 3).
- Statement of Mat Anforth (Appendix 4)
- Investigation Interview with Sean (Appendix 5); and
- Copies of the signs subject to the investigation (Appendix 13).
- Further response to allegations submitted by Elliot Dalgleish (CFMEU Industrial Officer) (Appendix 10).

Meeting Template

Parties:	John Stanton (Senior Scaffold Supervisor) (JS) <div style="background-color: black; width: 100px; height: 15px; margin: 5px 0;"></div> <div style="background-color: black; width: 180px; height: 15px; margin: 5px 0;"></div> Michael O'Brien (Senior IR Advisor) (MOB) James Maher (Site Manager)
Date:	8/10/24 12:07 pm
Location:	110 Mary Street
Support Person or Representative:	NA

1. Opening – Senior IR
<p>Please be reminded that the meeting content and process are confidential and should not be discussed with anyone. Nor should any party who may be identified as having participated in this process be approached by you.</p>
2. Discussion
<p>On 4 October 2024 at approximately 11:37 am JS was on B7 to investigate a report of a missing handrail bolt at the hoist.</p> <p>At approximately 11:45 am JS then went to speak to his crew working in the TVS cells to the left of the Hoist (As you are looking at it).</p> <p>While speaking to his crew JS witnessed Sean Korostovetz (CPB HSR) directly opposite to the TVS Cells flip three signs over so a person could no longer read them.</p> <p>JS didn't see which signs were flipped over.</p> <p>JS didn't think much of it until Rocktown Patchers gave him a warning to watch out to ensure Sean doesn't flip their Restricted access signs.</p> <p>The Patchers had witness Sean flipping signs on Barricades.</p> <p>A photo (Picture 11) was later taken of the signs after they were restored to their correct position. Two of the signs were:</p> <ul style="list-style-type: none"> Sign 1: Warning Dust hazard wear appropriate dust mask in this area (Picture 9). Sign 2: Plant Operating zone sign (picture 8). Sign 3: A list of tasks that were being carried out beyond the barrier along with contact details for supervisors in that area (Picture 12). <p>JS was shown the photo and confirmed they were the signs that Sean had flipped.</p>
3. Conclusion

Meeting Template

- Please be reminded that the meeting content and process are confidential and should not be discussed with anyone. Nor should any party who may be identified as having participated in this process be approached by you.

Meeting Template

Parties:	Dane Carlile (Rocktown Supervisor) <div style="background-color: black; width: 150px; height: 15px; margin: 5px 0;"></div> <div style="background-color: black; width: 100px; height: 15px; margin: 5px 0;"></div> Michael O'Brien (Senior IR Advisor) (MOB)
Date:	10/10/24
Location:	110 Mary Street
Support Person or Representative:	NA

1. Opening – Senior IR
<p>Please be reminded that the meeting content and process are confidential and should not be discussed with anyone. Nor should any party who may be identified as having participated in this process be approached by you.</p>
2. Discussion
<p><u>4/10/24</u></p> <p>Approximately 12:26 pm 4/10/24 he received a call from a Rocktown Patcher (Nathan). The Patcher told him that he just witnessed Sean Korostovetz (CPB HSR) flip over a sign on an exclusion zone on B7. Doesn't believe Nathan will want his name used. Will ask the question.</p> <p><u>9/10/24</u></p> <p>Approximately between 10:10 am – 10:15 am. Dane went to speak with his crew on B7. They were on smoko under the gantry stairs. A Rocktown Patcher (Nathan) told him that he was approached by Steven Amies (CPB HSR) earlier in the day. Steven Amies handed him a blank piece of A4 paper and asked him to write a statement to say he didn't see Sean K do anything and sign it. Dane asked him if he wanted to provide a statement. Nathan declined and said he doesn't want to be involved. Dane said you don't need to be if you don't want to. You just need to ensure you tell the truth. Approximately 10:45 am he went to check on his crew on B7. He saw Nathan on the phone. Nathan looked shaky and walked away.</p>

Meeting Template

When Nathan got of the phone, he said that Steven Amies had called him.

Steven Amies again asked him to complete a statement.

Nathan said he told Steven that he had bills to pay and didn't want to get involved. He needs to keep his job.

3. Conclusion

- Please be reminded that the meeting content and process are confidential and should not be discussed with anyone. Nor should any party who may be identified as having participated in this process be approached by you.

Name _____

Signature _____

Date _____

Meeting Template

Parties:	Daniel Brabrook (Leading Hand CPB) <div style="background-color: black; width: 100px; height: 15px; margin: 5px 0;"></div> <div style="background-color: black; width: 200px; height: 15px; margin: 5px 0;"></div> Michael O'Brien (Senior IR Advisor) (MOB)
Date:	10/10/24
Location:	110 Mary Street
Support Person or Representative:	NA

1. Opening – Senior IR
<p>Please be reminded that the meeting content and process are confidential and should not be discussed with anyone. Nor should any party who may be identified as having participated in this process be approached by you.</p>
2. Discussion
<p><u>4/10/24</u></p> <p>Approximately 10:45 am on B7.</p> <p>Witnessed Sean Korostovetz enter B7 and speak to a Rocktown patcher near the TVS cells.</p> <p>Sean K left and came back to the area twice.</p> <p>When Sean K left B7 the second time a Rocktown Patcher told him that Sean K had flipped a sign on an exclusion zone.</p> <p>Daniel went to told Mat Anforth straight away.</p> <p>He then saw Mat approach Sean K and have a discussion. He did not hear what was said.</p> <p><u>10/10/24</u></p> <p>Approximately between 7:00 am and 7:30 am he witnessed Sean K enter B7 and walk to TVS cell 4.</p> <p>Dan was sitting on the toolboxes next to the ducting.</p> <p>He witnessed Steven Amies (CPB HSR) speak to Rocktown Patches.</p> <p>He did not hear the discussion.</p> <p>He did not see Steven hand pieces of paper to workers.</p> <p>Once Steven left, he was approached by two Rocktown workers (Nathan and Ash). The Workers said Steven handed them a blank piece of paper and asked them to provide a statement that Sean K did not doing anything last Friday.</p> <p>He was also approached by two ALP workers (Anthony and Elliott) who said the same thing.</p>

Meeting Template

Daniel does not think any of them would want to give a statement but will ask.

3. Conclusion

- Please be reminded that the meeting content and process are confidential and should not be discussed with anyone. Nor should any party who may be identified as having participated in this process be approached by you.

Name _____

Signature _____

Date _____

Meeting Template

Parties:	Mat Anforth (Senior Supervisor CPB) [REDACTED] [REDACTED] Michael O'Brien (Senior IR Advisor) (MOB)
Date:	9/10/24
Location:	Telephone [REDACTED]
Support Person or Representative:	NA

1. Opening – Senior IR

Please be reminded that the meeting content and process are confidential and should not be discussed with anyone. Nor should any party who may be identified as having participated in this process be approached by you.

2. Discussion

Approximately 11:50 am or 11:55 am 4/10/24.

Mat was on B7 in front of the goods lift lobby (Picture 4). The goods lift lobby is located straight out of the Hoist lift and slightly to the right.

Mat was on B7 inspecting a report of a handrail bolt missing.

Mat did see Sean Korostovetz (CPB HSR) on B7.

Mat walked over to the TVS Fan room (Picture 13) opposite the TVS Cells.

Two Rocktown Patchers approached him and said that they had witnessed Sean Korostovetz (CPB HSR) turn over the dust mask sign on the barricade to their area i.e., TVS Cells (Picture 11).

Mat asked if he could use their names when raising the matter with Sean.

The Rocktown Patchers did not want their names used. They said to Mat that they were afraid of retribution.

Mat then Spoke to Daniel Brabbrook (CPB Leading Hand) however, Danny said he did not see anything. Danny also said that he wishes he had.

At this point Mat could no longer see Sean on B7.

Approximately 20 – 30 minutes later he saw Sean back on B7.

Mat approached Sean and said he had been approached by two workers who witnessed him flip over the dusk mask sign on the barricade of the TVS Cells area.

Meeting Template

Sean said:

'Everyone was bullying him. They were dragging his name through the mud'.

Mat said he did not witness Sean flip the sign over. If he had it would be a very different conversation.

Mat said to Sean:

'Did you flip over the sign mate'.

Sean said:

'I would not do that'.

'Why would I do that'.

'People were bullying me'.

'People were dragging my name through the mud'.

Sean then walked off.

Other than the Rocktown Workers he cannot think of anyone else to speak to.

Understands that his name won't be used in the investigation process. If the matter was to proceed to court, he is happy for his name to be used.

3. Conclusion

- Please be reminded that the meeting content and process are confidential and should not be discussed with anyone. Nor should any party who may be identified as having participated in this process be approached by you.

Meeting:	Investigation Interview
Parties:	Michael O'Brien (MOB) (Senior IR Advisor) (MOB) Sean Korostovetz (CPB HSR) (SK) Lyndon Hinrichsen (CPB Supervisor) (LH)
Date:	21 October 2024
Location:	110 Mary Street Level 16
Support Person or Representative:	Dylan Howard [REDACTED]

- The purpose of this meeting was to obtain your response to the allegations and provide you an opportunity to provide further information.

Your response to the allegations:

In response the allegations details in the letter dated 9 October 2024 you provided the following response to each of them:

"The matter is before the courts, so will not be making a comment so not to incriminate myself".

You chose not to provide any further response.

- Please be reminded that the meeting content and process are confidential and should not be discussed with anyone. Nor should any party who may be identified as having participated in this process be approached by you. The limits of confidentiality do not extend to legal representatives or any other professional parties from whom you wish to request advice.



WORK HEALTH AND SAFETY ACT 2011 - SECT 28

Duties of workers

28 Duties of workers

While at work, a worker must—

- (a) take reasonable care for his or her own health and safety; and
- (b) take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons; and
- (c) comply, so far as the worker is reasonably able, with any reasonable instruction that is given by the person [conducting](#) the business or undertaking to allow the person to comply with this Act; and
- (d) co-operate with any reasonable policy or procedure of the person [conducting](#) the business or undertaking relating to health or safety at the workplace that has been notified to workers.

GROUP CODE OF CONDUCT

This Code sets out the requirements and standards of behaviour we require across CIMIC Group Limited and entities it controls (**the Group**).

This Code applies to all employees of the Group, third parties engaged by the Group including contractors and their employees, and all alliances and joint ventures in all jurisdictions.

Any employee of the Group found to have breached this Code may be subject to disciplinary action.

We expect you to:

- Act in accordance with the Code and the Group's Principles of Integrity, Accountability, Innovation and Delivery.
- Comply with all Group and Operating Company policies and procedures.
- Comply with all applicable laws wherever we operate.
- Seek advice if you have any doubt about the right course of action.

Where the Code or a policy sets higher standards of behaviour than local laws, rules, customs or norms, the higher standards will apply.

The Code provides a framework, but cannot describe every situation, law or policy that may apply to you. You need to exercise good judgement, justify your actions, and try to prevent any potential breaches.

Before you make a decision, try this test:

- Does it comply with the Code?
- What would your family, colleagues or manager think about your decision?
- How would you feel if your decision was reported in the media?
- Would you be confident explaining your actions to senior management or external authorities?
- How would your behaviour be viewed in one or five years from now?
- Would you be happy if you were treated this way?

If you are in doubt about the right thing to do, you should raise your concern with your Manager, or other contacts outlined in the Code.

If you know of, or have reasonable basis to suspect that there has been a breach of the Code, policies or laws you must:

- Immediately raise your concerns at the first available opportunity.
- Cooperate in any investigations as directed.
- Support anyone reporting a breach.

The Group monitors compliance with the Code, and all reported breaches will be investigated. If a breach is found to have occurred we will take appropriate action, which may include dismissal and reporting to appropriate authorities.

The Group will not tolerate victimisation of anyone who raises a genuinely held concern about a breach or potential breach of the Code or other CIMIC Group policy or procedure or law.

For further information, see the [CIMIC Complaints and Investigation Procedure](#).

1. Whistleblower Protection

All concerns raised are taken seriously and treated confidentially, and the identity of the Whistleblower who has raised an eligible disclosure to an eligible recipient is only revealed on a 'need-to-know' basis (and in line with any consents given by the discloser). All Whistleblowers have the option to raise an eligible disclosure anonymously or on the basis that their identity will be known only by the individual to whom the disclosure was raised or the [Ethics Line](#) provider (as the case may be).

The Ethics Line is an external resource available at zero cost to any Whistleblower who wishes to raise a concern on an independent and confidential basis. Any Whistleblower who feels they have been victimised after raising a concern should contact their Business Conduct Representative, or the Ethics Line.

The Group will not tolerate victimisation of a Whistleblower. Any Employee found to have victimised another will be subject to disciplinary action.

Related Policies

[Anti Bribery and Corruption Policy](#)

[Anti-Bullying Harassment and Dis...](#)

[Dealing with Third Parties Policy](#)

[CIMIC Group Procurement_0_Policy](#)

[Diversity and Inclusion Policy](#)

[More ...](#)

For further information, see the [Whistleblower Policy](#).

The framework that supports the operation of the Code across the Group, including reporting a potential breach, contact details and how to deal with matters raised by a Whistleblower, is set out in the [CIMIC Complaints and Investigation Procedure](#).

1.1. Questions about the Code

If you are unsure about what any part of the Code means, have any concerns about how you should behave in a particular circumstance, or would like to report a potential breach you should:

- Immediately speak to your Manager, or
- Where this is not possible (e.g. your concern involves your Manager), speak with your Manager once removed (i.e. your Manager's Manager), or
- Contact your Business Conduct Representative, or
- Contact the Ethics Line for your Operating Company as applicable.

2. People

2.1. Health and Safety

The provision of a safe and healthy working environment for all Employees and those under the Group's care is vital.

You must be observant of safety issues and comply with all applicable rules, laws and regulations.

2.2. Working with one another

The Group strives to:

- Create a safe, healthy, supportive and positive working environment where Employees are treated fairly and with respect.
- Develop and maintain a diverse and inclusive workforce.

The Group does not tolerate bullying, harassment, sexual harassment, unlawful discrimination, hostile workplace environments, victimisation or vilification on any grounds, whether by race, sex, sexual preference, marital status, age, religion, colour, national extraction, social origin, political opinion, mental or physical disability, family or carer's responsibilities, pregnancy, breastfeeding, gender identity or intersex status.

For further information, see the [Workplace Behaviour Policy](#).

2.3. Privacy

The Group regards the fair and lawful treatment of personal information with utmost importance.

You must comply with the [Privacy Policy](#).

3. Stakeholders

3.1. Environment

The Group is committed to undertaking business activities in a manner that respects the environment and contributes to the sustainability of our business.

You must:

- Take responsibility for meeting applicable environmental laws, regulations and contractual obligations.
- Prevent adverse environmental impacts.
- Respond to and report any environmental incident.
- Comply with all applicable rules, laws and regulations.

3.2. Community

The Group understands that, wherever we operate, we potentially impact the local community. We are committed to building relationships and working collaboratively with the communities in which we work.

All employees are required to act in a way that is respectful of the local communities in which we work.

3.3. Sponsorships and charitable donations

The Group may support local community groups and charities through sponsorships and donations that are legal, ethical and further the interests of the Group.

When considering sponsorship and donations, Employees must comply with the [Group Delegations of Authority](#).

3.4. Rejection of unlawful child labour

The Group does not tolerate unlawful child labour or any form of exploitation of children or young people and will comply with the International Labour Organisation (ILO) with respect to under-age workers.

3.5. Rejection of modern slavery

The Group rejects all forms of slavery including but not limited to trafficking in persons, slavery, servitude, forced marriage, forced labour, debt bondage and deceptive recruiting for labour and services. No Employee may be obliged to work by the direct or indirect use of force and/or intimidation. Only people who voluntarily make themselves available for work may be employed.

Further information is set out in the [Modern Slavery Policy](#).

4. Working Practices

4.1. Bribery and corruption

The Group prohibits, and has zero tolerance for, all forms of bribery and corruption. You must obey all relevant laws and regulations, and must not participate in any arrangement which gives any person an improper benefit in return for an unfair advantage to any party, directly or through an intermediary. This includes facilitation payments (payments of cash or in kind made to secure or expedite a routine service, or to 'facilitate' a routine Government action), even if allowed under local laws or customs.

Further information is set out in the [Anti-Bribery and Corruption Policy](#).

4.2. Gifts and hospitality

Gifts or hospitality are only to be offered or received for a legitimate business purpose – that is, if their primary objective is to build a good business relationship, and that relationship is consistent with the business plan of the relevant business unit. Gifts or hospitality that are reasonably considered to impair effective judgement, improperly influence a decision or create a sense of obligation must not be offered or accepted by any Employee.

The following gifts or hospitality (each being a **Prohibited Gift/Hospitality**) are prohibited in all circumstances:

- cash or gift vouchers, except those which are expressly permitted under other CIMIC Group Policies and the relevant pre-approval stipulated in that Policy has been obtained, for example awards to employees under the [Service Recognition Policy](#) and the [Gifts and Hospitality Policy](#).
- gifts or hospitality given or received with the intention of unduly influencing business decisions
- hospitality of an inappropriate nature or at inappropriate venues
- gifts or hospitality in exchange for business services or information, loans, cash or product/ service discounts not available to all Employees
- facilitation payments, even where allowed under local jurisdictional laws or business practices.

The [Gifts and Hospitality Policy](#) sets out where prior written approval is required before receiving or arranging to provide any non-prohibited gift or hospitality, and the gifts or hospitality that an Employee has received or arranged that must be recorded.

5. Working with third parties

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 is reasonably satisfied that the relevant third party will comply with this Code or another code containing equivalent standards of behaviour.

The Group does not enter into any agreements in relation to services such as lobbying, facilitating client relationships, relationship management, strategic advice, or other stakeholder management services which may directly or indirectly influence decision makers considering any bid for work.

Group Employees must ensure that any third party understands the Group's expectations and this Code. When the Group has a controlling position in a joint venture or similar arrangement, this Code (or another code containing equivalent standards of behaviour) must be adopted for the joint venture or other arrangement. In other circumstances, the Group will remain bound by this Code and will seek to have partners adopt this Code.

Before entering into a commercial relationship with a third party on behalf of the Group, appropriate due diligence must be conducted in accordance with the [Dealing with Third Parties Policy](#) and all contracts must be approved in accordance with the [Group Delegations of Authority](#).

Each contract with a third party must be in writing. All contracts must:

- Reflect the entire agreement between the Group and the third party.
- Describe in a transparent manner and with an appropriate amount of detail the services and/or goods to be provided.
- Contain terms that provide a clear link between, and are commensurate with, the provision of goods or services and the payment of a fee or charge.

Records must be kept of due diligence, approvals and contracts in accordance with the *Information Management Policy*. Any non-compliance with these requirements will require the prior approval of the Group General Counsel.

5.1. Conflicts of interest

You must ensure your personal activities and interests do not conflict with your responsibilities to the Group. It is important to avoid even the appearance of a conflict of interest.

You must:

- Disclose to your Manager any existing or potential conflict of interest that affects you.
- Avoid any dealings or relationships that may create a conflict with your obligations to the Group.
- Not be involved in any decision-making where you may not be able to make an objective decision.
- Not be directly involved in the potential or actual employment of a relative, close friend or associate.

5.2. Confidential information

You must not use any information about the Group, a competitor, joint venture partner, customer or supplier for financial or other personal benefit, or convey this information to others before it becomes public.

You must comply with the *Information Management Policy* and the *Disclosure and Communications Framework*.

5.3. Anti-competitive conduct

The Group is committed to the principles of free and fair competition. The Group will always compete vigorously but fairly, and comply with all applicable competition laws.

You must maintain the independence of the Group and avoid anti-competitive conduct.

5.4. International trade controls

The Group will comply with all applicable national and international laws, regulations and restrictions relating to the movement of materials and services.

6. Assets

Assets that belong to the Group must not be used for illegal purposes, or for purposes that are not related to Group business.

You must:

- Only use Group assets for business purposes, unless you have appropriate authorisation.
- Take care to prevent waste, loss, damage, misuse, theft or misappropriation of assets.
- Comply with applicable policies and laws regarding the use and transfer of assets (including applicable delegated authorities).
- Respect the assets of others, whether physical or intangible (for example, intellectual property and confidential information).

6.1. Records

The Group will comply with all applicable rules, laws and regulations governing business reporting.

All information created and maintained as a result of the Group's business activities must accurately reflect the underlying transactions and events, and follow Group reporting policies and procedures.

Financial officers and others responsible for the accuracy of financial reporting have an additional responsibility to ensure that adequate internal controls exist to achieve truthful, accurate, complete, consistent, timely and understandable financial and management reports that are prepared in accordance with relevant laws, accounting standards, policies and procedures.

7. Communication

7.1. Governments

The Group conducts business with governments in all areas of its operation and seeks to have open and constructive relationships with those governments. Any

interactions with governments, regulators and public authorities must be in the best interests of the Group and information provided must be accurate and appropriate.

You must comply with the Corporate Affairs and Communications Policy.

7.2. Political contributions and activities

The Group will comply with all applicable rules, laws and regulations in relation to its activities in connection with political parties.

You must ensure any business-related involvement in activities organised by a political party has been approved in advance in accordance with the Corporate Affairs and Communications Policy.

7.3. Public disclosures on behalf of the Group

CIMIC must meet its disclosure obligations for the purpose of providing ongoing disclosure of information concerning CIMIC to applicable stakeholders.

The Group has a Disclosure and Communications Framework to facilitate timely and accurate information flow from each Group Operating Company to CIMIC to help ensure CIMIC complies with its disclosure requirements.

8. Glossary

Business Conduct Representative - A senior person appointed by CIMIC Group Limited and each Operating Company who supports the operation of the Code.

CIMIC - CIMIC Group Limited.

CIMIC Group or the Group - CIMIC and all entities it controls.

Employees - All people who work for the Group as an employee, as well as any director or officer of a member of the Group.

Group Operating Company - Includes any Controlled Entity of CIMIC Group.

Document Information

Owner:	CIMIC Group General Counsel
Approved by:	CIMIC Executive Chairman and Chief Executive Officer and CIMIC Board
Effective date:	12 August 2015 reformatted 1 November 2016 amended 20 July 2021 and 26 October 2023

Note: CIMIC Group policies may be amended from time to time.

WORKPLACE BEHAVIOUR POLICY

This Policy sets out the requirements for workplace behaviour across CIMIC Group Limited and the entities it controls (the **Group**).

This Policy should be read in conjunction with the *CIMIC Group Code of Conduct (Code)*, *CIMIC Diversity & Social Inclusion Policy* and the *CIMIC Complaints and Investigation Procedure*.

This Policy applies to all directors and employees of the Group, contractors and their employees whilst working at a CIMIC Group workplace and all alliances and joint ventures.

This Policy applies to behaviour in work and work-related contexts, including:

- where it relates to the activities of CIMIC, any Operating Company or any Group employees;
- where it occurs on or is connected to any Group workplaces (whether during or outside work hours, whether between employees or between employees/third parties and other third parties);
- where it occurs when representing the Group in any capacity or during the performance of or in relation to duties for the Group;
- where it occurs during or in connection with any Group related function or event (whether approved by the Group or not) (e.g. Christmas party);
- where it occurs during or in connection with any work-related travel;
- when using social media or Group IT equipment or other Group equipment for work related purposes (whether during or outside work hours); and/or
- when wearing CIMIC Group branded clothing in any non-work related circumstance.

1. Objectives

The **objectives** of this Policy are to:

- outline expected standards of workplace behaviour;
- mitigate against the risk of bullying and discriminatory behaviour, harassment, sexual harassment, victimisation, vilification and hostile work environments in the workplaces of the Group by:
 - describing unacceptable workplace behaviour that is not tolerated by the Group;
 - communicating the rights and obligations of individuals; and
 - directing individuals to the Group reporting and grievance processes should they wish to raise a complaint relating to inappropriate workplace behaviour.

2. General standards of workplace behaviour

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;
- promptly raise all suspected breaches with their manager, or report suspected breaches in accordance with the *Complaints and Investigation Procedure* or, where applicable, *Whistleblower Policy*; and
- adhere to safety rules and co-operate with the Group in the interests of work health and safety.

3. Unacceptable Workplace Behaviour

The Group strives to be an equal opportunity employer and actively seeks to create a safe and respectful workplace that is free from unacceptable behaviours.

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:

- bullying;
- harassment;
- sexual harassment;

- hostile workplace environments;
- unlawful discrimination (which may include sex discrimination, sex based harassment or other types of harassment);
- victimisation; or
- vilification,

(Unacceptable Workplace Behaviour).

The behaviours 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.

We wish to make clear that we take very seriously the positive duty to take reasonable and proportionate measures to eliminate, as far as possible, sex discrimination, sexual and sex-based harassment, hostile work environments and victimisation. We recognise the underlying drivers of this unlawful conduct, such as power imbalances and gender inequality, and take a risk based approach to prevention and response.

Any person found to have breached this Policy by displaying any of these behaviours may be subject to disciplinary action.

3.1. Bullying

Bullying occurs when:

1. an individual or group repeatedly behaves unreasonably towards another individual or group of people at work; *and*
2. the behaviour creates a risk to health and/or safety (including psychological safety).

A single incident of unreasonable behaviour is not bullying. However, it may constitute another type of unreasonable or inappropriate behaviour under this Policy. A persistent range of different unreasonable behaviours over time can still amount to bullying.

Bullying may involve any of the following repeated behaviours:

- aggressive or intimidating conduct;
- belittling or humiliating comments;
- spreading malicious rumours;
- teasing, practical jokes or initiation ceremonies;
- exclusion from work-related events;
- intentionally setting tasks that are unreasonably below or beyond a person's skill level;
- displaying offensive material in the workplace; and
- pressure to behave in an inappropriate manner.

Bullying does not include legitimate and reasonable management action carried out in a reasonable manner such as:

- performance and underperformance management;
- disciplinary action for misconduct or disciplinary measures in accordance with other Group policies and procedures;
- implementing workplace policies and procedures;
- reasonable directions about work allocation, duties and work attendance;
- maintaining reasonable goals and standards at work;
- making justifiable decisions related to recruitment, selection and other development; and
- overseeing injury and illness in accordance with Work Health and Safety, injury management and workers compensation legislation and policies.

3.2. Harassment

Harassment in the workplace that is unlawful is any type of behaviour that generally:

1. is unwelcome or unwanted by the recipient and which offends, insults, humiliates or intimidates them; *and*
2. 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.

This may be a one-off incident or repeated and continuous occurrences. Harassment can involve physical, verbal and visual conduct which can be written or drawn in the form of posters, email, text messages or social media.

Harassment can include behaviour such as:

- telling insulting jokes about particular groups;
- displaying racially offensive or sexually explicit posters or screen savers;
- making derogatory comments or taunts about a person's physical characteristics; or
- asking intrusive questions about someone's personal life.

3.3. Sexual Harassment

A person sexually harasses another person if:

1. they make an unwelcome sexual advance, or an unwelcome request for sexual favours, to the person harassed; *or*
2. they engage in other unwelcome conduct of a sexual nature in relation to the person harassed, in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated the possibility that the person harassed would be offended, humiliated or intimidated.

This behaviour does not need to be repeated or continuous.

Sexual harassment can take many forms, including physical, verbal or written. It is not just obvious unwelcome physical behaviour such as inappropriate touching, patting or offensive gesturing.

Sexual harassment also includes:

- staring or leering;
- suggestive comments or jokes;
- unwanted invitations to go out on dates or requests for sex;
- intrusive questions about a person's private life or body;
- inappropriate physical contact or unnecessary familiarity, such as brushing up against a person;
- emailing pornography or rude jokes;
- displaying images of a sexual nature around the workplace; or
- communicating content of a sexual nature through email, social media or text messages.

3.4. Hostile workplace environment

It is unlawful for a person to subject another person to a workplace environment that is hostile on the ground of sex.

A person subjects another person to a hostile workplace environment if the first person engages in conduct that a reasonable person, having regard to all the circumstances, would have anticipated the possibility of that conduct resulting in the workplace environment that is offensive, intimidating or humiliating to a person based on that person's sex.

3.5. Discrimination

Discrimination is any practice or behaviour that makes an unlawful distinction between individuals or groups to disadvantage some people and advantage other people. This may be:

- Direct; *or*
- Indirect.

Direct discrimination is where a person is treated less favourably because of their individual characteristics or status (example: race, sex, sexual orientation, marital status, age, religion, colour, national extraction, social origin, political opinion, physical or mental disability, family or carer's responsibilities, pregnancy, breastfeeding, gender identity or intersex status) compared with others without that characteristic or status in the same or similar circumstances. This includes actual, potential and perceived characteristics and status.

Indirect discrimination occurs where a generally applied work requirement or condition:

- is unable to be met by a person or group of people, due to their individual characteristics or status, *but*

- people *without* that characteristic or status would be able to comply, *and*
- the requirement or condition is not reasonable in all the circumstances.

Treating a person less favourably can include harassing or bullying a person. In addition to sexual harassment, the law has specific provisions relating to racial hatred (for example, insulting another person or group in public on the basis of their race) and disability harassment (for example, making humiliating comments or actions about a person's disability).

You are expected to adhere to your lawful obligations under all applicable laws in the relevant jurisdiction at all relevant times.

There are some exemptions from the anti-discrimination laws which may apply in some situations. The exemptions may include:

- compliance with genuine occupational requirements;
- the ability of a person to perform the inherent requirements of the position;
- necessity to protect public health;
- special measures intended to achieve equality (e.g. offering an apprenticeship to only female applicants);
- acts performed in compliance with legislation or a court order; and
- acts done in direct compliance with an award or enterprise agreement.

The above types of direct and indirect discrimination, and the exemptions that may apply, are covered in various laws in the relevant jurisdiction.¹

Employees may be personally liable if they engage in unlawful discrimination and a legal claim is made. The Group may also be liable for your conduct (this is known as vicarious liability).

3.6. Victimisation

Victimisation or reprisal occurs when an individual is treated unfairly or threatened with or subjected to any detrimental treatment because that person, or someone they associate with, has made, or intends to make a complaint under a discrimination law or policy in good faith.

Reprisal is also prohibited under law and in accordance with the [CIMIC Whistleblower Policy](#).

3.7. Vilification

Vilification is any act that occurs publicly which could incite, encourage, or urge others to physically harm, hate, have serious contempt for, or severely ridicule, a person or a group of people because they are or are thought to be members of a particular group.

4. Responsibilities

All employees must comply with this Policy and not engage in Unacceptable Workplace Behaviour towards any colleagues, customers, suppliers, contractors or other individuals whilst at a Group workplace or in the course of performing their duties.

Preventing Unacceptable Workplace Behaviour is a collective responsibility. Everyone has a role to play in preventing and reporting all behaviour that may be in breach of this Policy. This is consistent with the workplace health and safety obligations of each employee to protect each other from harm, including psychological harm.

4.1. Everyone

All individuals are expected to:

¹ For example, in Australia, the types of discrimination are contained in various pieces of legislation at both the Federal and State/Territory levels. Relevant legislation includes the *Age Discrimination Act 2001* (Cth), the *Disability Discrimination Act 1992* (Cth), the *Racial Discrimination Act 1975* (Cth), the *Sex Discrimination Act 1984* (Cth), the *Fair Work Act 2009* (Cth) and the *Anti-Discrimination Act 1977* (NSW).

- Conduct themselves in a manner consistent with the Group’s Principles, the Code and the behaviours outlined within the CIMIC One HSE Culture Framework;
- Comply with all applicable laws, contracts and Group policies and procedures;
- Comply with all lawful and reasonable directions from their manager, supervisor and other authorised officers of the Group;
- Keep up to date with all mandatory Group compliance training;
- Behave in a way that creates a safe, respectful and inclusive environment and prioritises looking after the safety of others;
- Where possible, intervene in a way that is safe to do so, to, for example, redirect the conversation or stop the behaviour;
- Immediately report any alleged or suspected breach of the Code or this Policy in accordance with the Complaints and Investigation Procedure;
- Only raise complaints in good faith and not make false allegations;
- Keep details of any incident or investigation confidential;
- Co-operate in any investigations and not provide false or misleading information in the course of an investigation, or otherwise act in bad faith;
- Ensure any person impacted is safe and check in on them if appropriate;
- Comply with active bystander obligations (refer below for further detail);
- Report any Whistleblower complaints in accordance with the CIMIC Whistleblower Policy;
- Be aware of and respect cultural differences;
- Take all reasonable steps to respect the Group’s ownership of all of its property, including funds, facilities, equipment, supplies, records and information;
- Maintain the confidentiality of information, records or other materials acquired during employment, both during and after employment or engagement with the Group; and
- Do not abuse the advantages of employment or engagement for personal purposes.

4.2. Managers/Supervisors

Managers/Supervisors to whom any other Group employee reports are expected to:

- Model exemplary respectful workplace behaviours and conduct and acting as a positive example of acceptable conduct and standards for the team, function and organisation;
- Comply with all applicable laws, contracts and Group policies and procedures;
- Promote positive and appropriate attitudes towards compliance with the Code;
- Create an environment that encourages teams to feel safe speaking up about or reporting Unacceptable Workplace Behaviour they experience or know of;
- Encourage a work environment that fosters inclusion and respect, including by using respectful and inclusive language;
- Identify and implement mitigation strategies to prevent breaches of the Code;
- Support an individual impacted by Unacceptable Workplace Behaviour and understanding how they would like the issue managed;
- Prioritise the care and support of those impacted when responding to issues raised with you or observed;
- Treat complaints seriously, confidentially and take appropriate action in response to complaints;
- Call out Unacceptable Workplace Behaviour when observed or intervene appropriately to prevent or address Unacceptable Workplace Behaviour as described by this Policy and the Code, including appropriately reporting incidents in accordance with the Complaints and Investigation Procedure; and
- Deal with any Whistleblower complaints in accordance with the CIMIC Whistleblower Policy.

4.3. Bystanders

It is everyone’s responsibility to prevent, respond and appropriately report Unacceptable Workplace Behaviours. This is the same as our existing workplace health and safety obligations to protect each other from harm to our health and safety, including psychological harm.

Everyone within the Group has a personal responsibility for the safety, health and wellbeing of themselves and their work mates, as well as contributing to positive, inclusive and respectful workplaces. This includes

speaking up without fear of reprisal when unsafe work practices and Unacceptable Workplace Behaviour occur.

Bystanders are people who see inappropriate workplace practices, behaviour or conduct that occurs. Bystander action can include early intervention during incidents preventing further harm, victim support, cultural development and future occurrence reduction through deterrence and awareness.

4.4. The Board of CIMIC and each of its Operating Companies

Directors have a fiduciary duty to act in the best interests of the company and its shareholder(s). Directors are required at all times to comply with the provisions of the *Corporations Act 2001* (Cth) and to ensure that employees observe the Code. The Board is responsible for ensuring that the Group maintains and monitors appropriate policies and procedures to prevent bribery and corruption and other breaches of the Code from occurring.

5. Training Requirements

5.1. Access to copies of the Group Code of Conduct

All employees are to be provided with access to a copy of the Code and supporting documents upon induction to the Group.

The Code is available to all employees through:

- i) the CIMIC website; and
- ii) the CIMIC Group Governance System.

The Code is to be accessible in each office and project site, and available on the CIMIC and each Operating Company intranet.

5.2. Training

All employees are to complete an online Code training module (including assessment) and any other compliance training modules that are required to be completed from time to time. Where online training is not available, alternative delivery of training will be provided (e.g. via paper).

Employees must complete training within three months of commencement in the role (either as a new hire or by promotion to a relevant role) and then at least once every two years.

The frequency and scope of training will be determined by the Reportable Conduct Group.

5.3. Additional Training

The Reportable Conduct Group should determine, as appropriate for their business, any additional training and/or communication or awareness initiatives required to support compliance with the Code.

5.4. Training records

Training records must be kept. These are to be reviewed by the Reportable Conduct Group on a quarterly basis.

6. Responding to Unacceptable Workplace Behaviour – Complaint Pathways

Information about how to make a complaint and the complaint process can be found in the [Complaints and Investigation Procedure](#). The Group recognises the importance of a person-centered and trauma informed approach when responding to complaints of unlawful conduct and the safety and wellbeing of the person reporting the relevant unlawful conduct is a key priority.

All personnel are to comply with the reporting and management requirements contained in the [Complaints and Investigation Procedure](#).

7. Where to go for support

The Group offers access to the Employee Assistance Provider (**EAP**) to all employees and their immediate family members. The EAP offers free and confidential support services through face-to-face, telephone and online counselling.

Examples of external resources in Australia which employees can access are below (for other jurisdictions, feel free to contact your HR representative for details of support services that may be of assistance):

- SuicideLine
- Lifeline
- Women’s Domestic Violence Crisis Service
- BeyondBlue Helpline

8. Monitoring and Review

The ongoing application and effectiveness of this Policy and reporting of trends and related statistics is monitored on a quarterly basis by the Reportable Conduct Group and reported to the CIMIC Ethics, Compliance and Sustainability Committee of the Board.

The Group’s risk management framework sets out the requirements and process to identify, analyse, evaluate, treat, monitor, review and report risks that have the potential to impact the Group’s people, third parties, the general public and communities in which the Group works, the environment, Group operations, financial outcomes of the Group, the Group’s reputation or other impacts that the Group is exposed to. This includes the identification of risks in relation to relevant unlawful conduct.

Policy Information

Owner:	Chief People and Administration Officer, CIMIC
Approved by:	Executive Chairman and Chief Executive Officer, CIMIC
Effective date:	23 February 2016 revised to a Policy 1 November 2016 as amended 26 October 2023

Note: CIMIC Group Policies may be amended from time to time.

31 August 2023



Sean Korostovetz



Dear Sean

OFFER OF EMPLOYMENT

Welcome to CPB Contractors Pty Ltd (the company), an operating company within the CIMIC Group. Congratulations on receiving an offer of employment with us.

Accompanying this letter, please find your contract of employment with the company.

At CIMIC Group, we live and work by our principles of:

- **Integrity:** being respectful and honest with ourselves, our colleagues, our clients, our suppliers and shareholders;
- **Accountability:** committing to what we are responsible for;
- **Innovation:** continually adapting and evolving for the future; and
- **Delivery:** our ability to deliver drives our reputation and credibility.

Underpinning these principles is the **safety** of our people. Ensuring our people return safely to their families is the most important thing we do each day.

At CIMIC Group, our people need to demonstrate these qualities and display them in our interactions with colleagues and with people external to the company.

They should define our actions as we seek to achieve our mission of generating sustainable returns for our shareholders by delivering projects for our clients while providing safe, rewarding and fulfilling careers for our people.

To accept this offer, please click the "accept" button in your offer window by 30/08/2023. This electronic offer and your acceptance of these terms of employment will be taken as an agreement between you and the company.

Once again, congratulations on receiving this offer of employment. We wish you every success in your new role and look forward to working with you.

Yours sincerely,

Yours sincerely,



Andrew Large
Project Director
CBGU JV – Cross River Rail – Tunnels and Stations project

ID Code

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Melbourne

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CONTRACT OF EMPLOYMENT

1 Commencement and Term

- 1.1 Your employment with the company will commence on the date specified in the attached employment schedule (the schedule) and will continue until it is terminated or ends in accordance with the terms of this contract.
- 1.2 This offer supersedes any previous offer that may have been made to you, either verbally or in writing, perceived or implied. Prior to signing, please read the offer and any attachments carefully to ensure you have full understanding of the terms and conditions contained therein and your associated responsibilities and obligations.

2 Position and duties

- 2.1 You are appointed by the company in the position, and where applicable, the enterprise agreement ("**enterprise agreement**") described in the schedule. The enterprise agreement applies to your employment, but does not form part of your contract of employment.
- 2.2 You will be employed as a Full-time employee.
- 2.3 If your employment ends due to being a specified task or a specified period and not terminated earlier under the termination clause, you will not be entitled to notice, redundancy, severance or like payments. You will be paid only up to the date of termination, and your accrued, untaken annual leave.
- 2.4 The cessation of your employment contract may entitle you to redundancy payments from your relevant fund to which we have contributed on your behalf. If this is applicable you should direct any enquiries towards your fund manager.
- 2.5 You may be required to work shift work and to move between shift work and day work as directed; and to work overtime, weekends and public holidays so as to meet the operational requirements of the company as reasonably necessary.
- 2.6 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 (which may include a direction to comply with day-to-day management of your work by another CIMIC Group entity where the company has directed you to work under the day-to-day directions of that entity (without any change in your employer)) 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 (including duties of a lower or higher classification) 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

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;
- (6) by complying with all relevant Federal and State occupational health and safety laws to provide a safe and healthy workplace for yourself, fellow employees and visitors of the company;
- (7) by not using your position for an improper purpose; and
- (8) by acting always within the levels of authority delegated by the company.

2.7 You will comply with all reasonable and lawful directions of the company, which may include performing the duties under this contract for another member of the CIMIC Group which may give day-to-day directions (without any change in your employer), or being transferred to another position within the company. References in this offer to "supervisor" or "manager", where context requires, include a supervisor or manager employed by another CIMIC Group entity where the company has directed you to work under the day-to-day directions of that entity (without any change in your employer). However, any decisions affecting the ongoing employment relationship will only be made by the company and its authorised representatives, and employment entitlements will be managed and provided or through by the company and its authorised representatives.

2.8 Despite any change to your position or duties under this position and duties clause, the remaining terms and conditions of the contract of employment will continue to apply unless you are notified otherwise.

3 Pre-employment medical

3.1 This offer of employment is subject to you successfully completing a pre-employment medical examination, which will include a drug and alcohol test.

4 Probationary period

4.1 Your employment is subject to an initial probationary period as detailed in the employment schedule. CPB Contractors may terminate your employment without notice for any reason during this period on payment of one week's wages.

5 Location

5.1 The work location detailed in the employment schedule will be your usual place of work on commencement of your employment.

5.2 As the company is a project-based organisation, you are expected to be flexible in relation to your work location. You may be required to work on different parts or packages of the project or works to which you are assigned, to travel between locations, or relocate to other locations on a temporary or permanent basis, as part of your work. Work-related travel may need to occur outside normal business hours.

6 Hours of work

- 6.1 As a full time employee, you will work a minimum average of 36 per week or as provided for by the enterprise agreement, plus reasonable additional hours.
- 6.2 Your ordinary rostered hours of work may be worked on any day of the week in accordance with the enterprise agreement and the company's operational requirements.
- 6.3 The company reserves the rights to vary your hours of work, including shift arrangements, in accordance with the enterprise agreement.

7 Warranties and conditions of appointment

7.1 You warrant that:

- (1) any representations that you have made to the company in relation to your experience, qualifications, licences and/or tickets, credentials and academic qualifications (including those contained in your curriculum vitae and job application) are accurate,
- (2) on request you will produce to the company appropriate evidence of your experience, qualifications, licenses and/or tickets, credentials and academic qualifications, and Australian residency,
- (3) you are not subject to any restrictions on your ability to take up employment with the company or perform the duties referred to in the position and duties clause (including any restrictions under a contract with a third party) and
- (4) you are legally able to reside and work in Australia and have proof that is the case.

7.2 Your ongoing employment under the contract of employment is conditional upon you:

- (1) being able to legally reside and work in Australia at all times,
- (2) continuing to comply with any visa obligations (if any),
- (3) at all times maintaining current licences, certificates and qualifications required to perform your duties, which must be produced to the company on request,
- (4) promptly disclosing to the company any interests you hold, or obligations you owe, to any third party that might, in the opinion of the company, have the potential to conflict with the company's or the CIMIC Group's interests,
- (5) promptly notifying the company if you are found guilty by a court of a criminal offence at any time during your employment which may, in the reasonable opinion of the company, affect your ability to perform the inherent requirements of your position,
- (6) at all times remaining medically fit to carry out the inherent requirements of your position.

7.3 If you do not comply with the conditions referred to above at any time during your employment, you will notify the company immediately.

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A MEMBER OF THE CIMIC GROUP
 **CIMIC**

- 7.4 You may be required to undertake and successfully complete the company's verification of competency units specific to your position. Should you fail to successfully complete all units of competency, the employment offer with the company may be withdrawn.

8 Pay

- 8.1 Upon commencement of your employment your hourly rate of pay will be as described in the schedule.
- 8.2 You will be paid weekly in arrears, into your nominated bank account, or as provided for in the enterprise agreement.
- 8.3 Where any above-enterprise agreement payments are made to you (for example, by an "all-in" rate) they shall be received by you in satisfaction of any/or all entitlements and allowances which might otherwise apply to you under the enterprise agreement. Provided that the total payments made to you are not less than you would have received under the enterprise agreement for those entitlements.
- 8.4 Any error or miscalculation resulting in overpayment made to you will be recoverable by the company from you by way of deduction from your subsequent remuneration payments, and/or from termination payments. Your acceptance of this offer is your written authorisation for such deduction.
- 8.5 The remuneration payable to you under this contract of employment is inclusive of any entitlements that may be due to you under any applicable industrial instrument or award and the National Employment Standards, and may be set off against any entitlement to loadings, penalties, allowances, bonuses, incentives or other payments or benefits of any kind which may otherwise be applicable. Compensation for these entitlements has been taken into account in preparing this Contract.

9 Superannuation

- 9.1 The company will make superannuation contributions on your behalf in accordance with applicable federal superannuation legislation:
- (1) At no less than the minimum level required to avoid the imposition of a superannuation guarantee charge; and
 - (2) To an eligible choice fund as nominated by you or, if you do not make a choice, your stapled fund identified to us by the ATO. If you do not choose a fund and you do not have a stapled fund, we will make the contributions to the default fund nominated in the enterprise agreement if applicable, or otherwise the Company's default fund, in accordance with applicable Federal superannuation legislation.

10 Leave

- 10.1 If you are a full time employee (or pro-rated for part-time where applicable) you are entitled to:
- (1) A minimum of four weeks of annual leave each year of employment, and
 - (2) Ten days per year of personal (sick) leave

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- (3) Long service leave in accordance with statute.
- (4) Any other leave as provided in the enterprise agreement, the company policy or the National Employment Standards.

10.2 Where an annual leave loading is applicable, the loading is paid due to your loss of opportunity to work overtime during the period of annual leave and therefore no superannuation will be payable on this amount.

11 Work clothing

11.1 You will be provided with protective clothing as necessary for the safe performance of your work. You will be required to wear the supplied protective clothing and boots whilst at work. Unauthorised material such as stickers or logos must not be attached or displayed on protective clothing. Further details on the provision of clothing may be specified in the enterprise agreement.

12 Company property

12.1 On request by the company or on termination of your employment, you will immediately return to the company any property of the company or any other CIMIC Group company (including but not limited to confidential Information and intellectual property (as defined in the confidential information clause), documents, mobile phones, computers, any vehicles, keys and access cards) which is in your possession, power or control.

12.2 If any of the property is in the form of videotape, computer information, software or similar media, the company may require you to delete or erase this information so that it cannot be retrieved, and verify this to the company' reasonable satisfaction.

12.3 You will take all reasonable steps to:

- (1) maintain the property in good working order and
- (2) ensure the security of, and protect, all property which is in your possession, power or control.

13 Termination

13.1 Termination with notice

- (1) You or the company may terminate your employment by providing the other party with prior written notice of termination, equal to the applicable notice period set out in the enterprise agreement or the National Employment Standards, whichever is applicable.
- (2) If applicable, your employment may be terminated should your access to site and/or accommodation be revoked for any reason including, but not limited to, unacceptable behaviour towards service providers (security guards, cleaners, cooks, flight staff, bus drivers etc) or a breach of accommodation rules).
- (3) During the notice period, the company may:
 - (a) require you to work for part or all of the notice period; or
 - (b) pay you an amount in lieu of any unworked portion of the notice period; or

- (c) not require you to attend work for the whole or part of the notice period, in which case you are to remain available to work as directed, and you are not to take up alternative employment without the company's written consent.

13.2 Termination without notice

- (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 (including without limitation dishonesty, theft, fraud or assault),
 - (b) breach any material provision of this contract of employment including in relation to your duties, or dealing with confidential information,
 - (c) are repeatedly absent from work without proper explanation by you or the consent of the company, either before or after the absence,
 - (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,
 - (g) are intoxicated or under the influence of alcohol or illegal drugs while at work, or
 - (h) are charged with any criminal or indictable offence which in the company's reasonable opinion may bring it, or any other CIMIC Group the company, into disrepute.

14 Restrictions during your employment

- 14.1 To protect the legitimate interests of the company and the CIMIC Group, during your employment you will not, without the company's prior written consent, engage in any other employment or provide any paid services to anyone other than the company. The company's consent will not be unreasonably withheld, and may be withdrawn at any time on written notice to you, in which case you will be required to provide evidence that you have complied with the company's withdrawal of consent.

15 Confidential information

- 15.1 Confidential information means information about the company or any CIMIC Group the company or any of their businesses (including any idea, concept, process or know how), which comes to your notice during your employment or is generated by you in the course of performing your duties which is of a confidential character. This includes, but is not limited to:
 - (a) trade secrets and intellectual property of the company or the CIMIC Group,
 - (b) information regarding project bids or tenders of the company or the CIMIC Group that is commercially sensitive,

- (c) any agreements, arrangements or terms of trade with a client, or actual or prospective suppliers, joint venture partners, financiers or investors,
- (d) the terms and conditions of employment of employees of the CIMIC Group (including the contract of employment), excluding those relating to remuneration and any terms and conditions of your employment that are reasonably necessary to determine remuneration outcomes, and
- (e) any discussion, negotiation or agreement between the company and you regarding your performance, or the termination of your employment.

Confidential Information does not include information that:

- (f) is publicly available at the effective date,
- (g) becomes publicly available during or after your employment without breach of any obligation of confidence by you, or
- (h) you are obliged by law to disclose.

15.2 Your obligations during employment

- (1) You may obtain confidential information during your employment, the disclosure of which could materially harm the company or the CIMIC Group. Without limiting any common law duty of fidelity owed by you, you will not use or disclose confidential information during your employment unless the use or disclosure is:
 - (a) required by law,
 - (b) made as part of the proper performance of your duties, or
 - (c) agreed by the company.
- (2) This clause does not prevent you from disclosing information:
 - (a) about your remuneration and any terms and conditions of your employment that are reasonably necessary to determine remuneration outcomes; or
 - (b) about the contract of employment to obtain professional, financial, accounting, immigration or legal advice or services (e.g. home loan applications) to the extent you need to do so.

15.3 After your employment ends, and without limiting your general law obligations, you will not disclose confidential information unless the disclosure is:

- (1) required by law, or
- (2) agreed in writing by the company.

15.4 Preventing disclosure

You will take all reasonable and necessary precautions to maintain the secrecy and prevent disclosure of confidential information.

16 Company policies

- 16.1 You will familiarise yourself, and comply, with any applicable policies, procedures, guidelines or business standards, including (but not limited to) any applicable Code of Conduct, issued by the

company (including procedures, guidelines or business standards of another entity within the CIMIC Group that are adopted by the company to apply) and amended from time to time. The company has adopted and requires you to familiarise yourself, and comply, with policies, procedures, guidelines and business standards of CPB Contractors Pty Limited available at the site or project and can be accessed on the company's intranet. Your acceptance of this offer will be taken as your acknowledgement that you will familiarise yourself and remain familiar with these rules and policies as amended from time to time.

- 16.2 If you are working on or at a site or project, you are bound by, and must comply with, any policies or procedures issued or adopted which may apply on that site or project in relation to your position (including any site or project specific policies and the policies of the company's or head contractor's clients or joint venture partners). The company, the Group, clients and joint venture partners may, at their discretion, vary or withdraw existing policies and procedures and may introduce new policies and procedures with which you are required to comply when working at the site of project.
- 16.3 The terms of any such policies and procedures (including the company and Group policies), Codes of Conduct etc. do not form part of the contract of employment, however the requirement that you comply with them constitutes a lawful direction.
- 16.4 To the extent that such policies and procedures, Codes of Conduct etc. refer to obligations on the company, you agree that they are not contractual terms, conditions or representations on which you may rely.

17 Workplace surveillance and security

17.1 Camera surveillance

The CIMIC Group uses video surveillance equipment in strategically located internal and external areas of the workplace to monitor movements. Cameras will operate continuously and surveillance will be ongoing.

17.2 GPS devices

The CIMIC Group uses GPS devices placed on vehicles, plant and machinery to monitor the whereabouts of such assets. It is a breach of this contract of employment for an employee to tamper in any way with a GPS device.

17.3 Computer and network surveillance

The CIMIC Group monitors computer and network use by employees on an ongoing and regular basis to ensure compliance with relevant laws and the company policies. The CIMIC Group may at any time access, monitor and record any communication or information developed, used, received, stored or transmitted by you and to you using the CIMIC Group's resources. Filtering systems are installed in the CIMIC Group's network which restrict the flow of certain types of material, including emails and viruses, in and out of the network. Accordingly, some email traffic may be blocked.

17.4 Bag and other security searches

To ensure the security of the company's sites, you hereby authorise the company to conduct searches from time to time of any bag or other item belonging to you and/or your motor vehicle when entering or leaving the work site, and of your locker. Unauthorised possession of company property may lead to your summary dismissal.

17.5 Consent

To the extent necessary, your acceptance of this offer is your consent to the surveillance and security advised in this workplace surveillance and security clause, including if applicable the shortening of required notice to you if your employment commences less than 14 days after this offer is made. You further consent to additional or revised surveillance and security measures as determined by the company to be necessary in the future.

18 Workplace health and safety and training

- 18.1 Consistent with the company's workplace health and safety obligations, you will undergo any medical examinations and/or tests (including drug and alcohol tests) prior to and during your employment that the company reasonably determines may be necessary to assess your ability to perform the inherent requirements of your position or potential future positions. The company will bear the cost of any such medical examinations and/or tests. It is a condition of your employment that you remain medically fit to carry out the inherent requirements of the position at all times.
- 18.2 You expressly consent to the medical practitioner releasing to the company any opinion, report or the results of any tests conducted in accordance with the pre-employment medical clause.
- 18.3 You are required to successfully complete any site and safety induction courses, as well as any specific training (which may relate to safety or other matters), required by the company or the Group. Certain courses and training may need to be undertaken prior to the commencement of your employment under the contract of employment.
- 18.4 The company requires you to comply with the occupational health and safety system (OHS System) issued and amended from time to time by CPB Contractors Pty Ltd. You agree that you will at all times comply with the OHS System as applicable to you.
- 18.5 Where required, you are to wear appropriate and adequate clothing, footwear and other personal protective equipment to suit the nature of the work you perform and the location at which you perform work. You are required to be diligent in the care and maintenance of such equipment.
- 18.6 You agree to submit to periodic and/or random blood, saliva and urine testing as required by the Company to test for the presence of illicit drugs or alcohol in your body. You expressly authorise the release to the company of the results of such tests where they are conducted on behalf of the company. The taking of any prescription drug or illicit drug or the consumption of alcohol, whether or not consumed at the workplace or elsewhere, and which adversely affects your capacity to properly and safely undertake your duties, or the possession of alcohol and/or illicit drugs, will result in you being refused entry to or to be removed from the workplace immediately as the case requires. In such circumstances your removal from the workplace or a refusal to allow you to enter the workplace will be regarded as disciplinary action. Having alcohol or illicit drugs in your possession or control at the workplace will be regarded as serious and wilful misconduct and will result in disciplinary action, including summary termination of employment.
- 18.7 You are required to inform your supervisor or manager before commencing work of any prescription or over-the-counter medication you are taking which may affect your capacity to work safely. It is your responsibility to take medical advice as to the affects of taking any prescription or over-the-counter medication, particularly when you are taking combinations of such medications.

19 Personal information

- 19.1 Any personal information (including information about your vaccination status) collected by the Company in the process of your application for employment and during Employment (Personal

Information) is collected for the purposes of, and in connection with, employment-related matters including for the purpose of complying with obligations under work health and safety laws, to ensure the provision of a safe workplace and to ensure that its employees comply with all applicable laws.

- 19.2 For the purposes of employment-related matters and in accordance with the CIMIC Group Privacy Policy, you agree that the Company may collect, hold, use and disclose your Personal Information (and in some cases, we may engage third parties to host personal information or data on our behalf), including but not limited to payroll records and health information for the purposes outlined in the clause 19.1, including when and if required in the Company's discretion, the disclosure of your Personal Information to other Group Companies, Clients, Clients' agents and other third parties, located locally or overseas.

20 Suspension from duties

- 20.1 The company may withdraw you from any site at which you have been allocated to work and/or suspend your employment to allow for an investigation of relevant facts and circumstances if a company representative believes on reasonable grounds (including where the company has been informed of those grounds by a representative of another Group company you have been directed to perform work for) that:
- (1) you have, or may have, committed a serious breach of this offer of employment, the enterprise agreement, or any other requirement of your employment (including the requirement to comply with site or project standards of behaviour and safety); and
 - (2) your suspension is in the best interests of the company.
- 20.2 During the investigation suspension you will be paid your base rate of pay.

21 Public comment

- 21.1 You are not to comment publicly in any news, social or any other media about the company or the Group or its operations or its employees. You may be subject to disciplinary action, including termination of employment, if you comment to any medium on any aspect of the company's business, whether or not it involves confidential or commercially sensitive information about the business.

22 General

- 22.1 If any provision of the contract of employment is unenforceable, illegal or void, or inconsistent with statute or the enterprise agreement, that provision is severed and the other provisions of the contract of employment remain in force.
- 22.2 The contract of employment is governed by the law in force in the State or Territory in which you usually perform your duties.
- 22.3 The parties submit to the non-exclusive jurisdiction of the courts of the State or Territory in which you usually perform your duties or any competent Federal Court exercising jurisdiction in that State

ID Code

CPB Contractors Pty Ltd ABN 98 000 893 667

Melbourne

Level 6, 567 Collins Street Melbourne VIC 3000 Australia. PO Box 264 Collins Street West VIC 8007 Australia
T +61 3 9228 7700 cpbcon.com.au

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A MEMBER OF THE CIMIC GROUP
 **CIMIC**

or Territory. Any dispute between you and the company must be determined in accordance with the law and practice applicable in those courts.

- 22.4 The company may vary any term or condition of your employment as set out in or related to this contract but only by written notice to you.
- 22.5 Except as otherwise provided for in the contract of employment, this contract:
- (1) contains the entire agreement and understanding between you and the company on everything connected with the subject matter of the contract of employment and
 - (2) supersedes any prior agreement or understanding on anything connected with that subject matter.
- 22.6 You and the company have entered into this contract of employment without relying on any representation by the other party or any person purporting to represent that party.
- 22.7 No other terms are to be implied into the contract of employment which would have the effect of adding to, diminishing, deleting or varying the terms and conditions set out in the contract of employment
- 22.8 You acknowledge that you have entered into this contract of employment without duress, and after having had the opportunity to take independent expert advice on its terms and their effect.
- 22.9 You are to advise of any change of home address within 7 days of such change.

EMPLOYMENT SCHEDULE

Set out below are some key details of your employment, including your remuneration and benefits. This schedule is part of your contract of employment.

Employer	CPB Contractors Pty Ltd
Employee	Sean Korostovetz
Job title	Concrete Line Pump Operator
Type of appointment e.g. full-time	Full-Time
Effective date	4 th September 2023
Commencement Project	CBGU JV – Cross River Rail, Tunnels and Stations Project
Manager's name	James Maher
Manager's title	Site Manager
Classification level	CW4
Commencing hourly base rate of pay	\$54.73
Superannuation	11% or min \$255 per week
Enterprise Agreement	CPB Contractors Pty Ltd Cross River Rail – Civil and Surface Works Greenfields Agreement 2019-2023
Travel allowance	\$45.00 for each day or shift actually worked
Productivity Allowance	\$9.18 per hour worked
People First Payment	\$55.00 per week including authorised paid leave, paid out when the service on the project comes to an end
Overtime Meal allowance (refer clause 5.8 in agreement)	\$23.34
Severance	Up to \$175 per week worked, paid into ACIRT Redundancy Fund

NEW STARTER CHECKLIST

ONBOARDING CHECKLIST – Please action all of the following onboarding tasks via Oracle HCM (a password reset email will be sent to you prior to your start date to access this website). If you are having any difficulties accessing this website, please contact your HR representative.

<p>1. Review your offer of employment and Enterprise Agreement <i>(Click “accept” to accept your offer of employment)</i></p>	<input type="checkbox"/>
<p>2. Complete Personal Details and Contact Information <i>(Please complete details online following acceptance of offer)</i></p>	<input type="checkbox"/>
<p>3. Complete Contact Information <i>(Please complete details online following acceptance of offer)</i></p>	<input type="checkbox"/>
<p>4. Complete Emergency Contact Information <i>(Please complete details online following acceptance of offer)</i></p>	<input type="checkbox"/>
<p>5. Add Banking Information <i>(Please complete details online following acceptance of offer)</i></p>	<input type="checkbox"/>
<p>6. Tax File Declaration <i>(Please complete details online following acceptance of offer)</i></p>	<input type="checkbox"/>
<p>7. Choice of Superannuation Fund Standard <i>(Please complete details online following acceptance of offer)</i> <i>If you nominate a fund other than the default fund ensure you:</i></p> <ul style="list-style-type: none"> • <i>Complete the online form via Oracle HCM. Please ensure that you upload any required documentation as noted on the online form prior to your first day of employment</i> • <i>If you do not nominate an alternate superannuation fund and provide all relevant information prior to your first day, you will be allocated to the default</i> 	<input type="checkbox"/>
<p>8. Authority to test Alcohol and Substance Abuse <i>(Please complete details online following acceptance of offer)</i></p>	<input type="checkbox"/>
<p>9. ACIRT <i>(Please complete details online following acceptance of offer)</i> If you are an existing member, please provide your membership details via the online form in Oracle HCM. If you are not currently a member ACIRT will register your membership</p>	<input type="checkbox"/>

10. Onboarding Employee Declaration <i>(Please complete details online following acceptance of offer)</i>	<input type="checkbox"/>
11. Data and Documents supplied back to CIMIC <i>(Please complete details online following acceptance of offer)</i> Please upload any documents requested by your HR representative via this online onboarding task	<input type="checkbox"/>

ADDITIONAL INFORMATION - Read Only

1. Fair Work Information Statement	<input type="checkbox"/>
2. Drugs and Alcohol in the Workplace	<input type="checkbox"/>
3. IT and Communications Technology Usage	<input type="checkbox"/>
4. Workplace Behaviour Procedure	<input type="checkbox"/>
5. Diversity & Inclusion Policy	<input type="checkbox"/>
6. Group Code of Conduct	<input type="checkbox"/>

O'Brien, Michael

From: O'Brien, Michael
Sent: Wednesday, 13 November 2024 12:44 PM
To: O'Brien, Michael
Subject: FW: SEAN KOROSTOVETZ v CPB CONTRACTORS PTY LTD - RE: Request for Response letter
Attachments: RE: Request for Response letter; Application - Korostovetz (sealed).pdf; Form 4 Claim - Korostovetz (sealed).pdf

From: Elliot Dalglish [REDACTED]
Sent: Wednesday, November 13, 2024 10:42 AM
To: O'Brien, Michael [REDACTED]
Cc: QNT Industrial [REDACTED]; Paul Dunbar [REDACTED]; Dylan Howard [REDACTED]; Korostovetz, Sean [REDACTED]; Travis O'Brien [REDACTED]
Subject: SEAN KOROSTOVETZ v CPB CONTRACTORS PTY LTD - RE: Request for Response letter

CAUTION: This email originated from outside of the Organisation.

Dear Michael

For our reference, please see *attached* email, with background correspondence, and filed FCC documents – i.e. grounds for Mr Korostovetz's application and remedies sought.

FEDERAL CIRCUIT AND FAMILY COURT OF AUSTRALIA (FCFCOA)

- As CPB is aware, this matter is now before the Court.
- The allegations and Court application should not be prejudged by CPB in any way, as the possible outcomes are many, and the outcome will not be determined until the end of the Court process, subject to any appeal by the parties.

Workplace Investigation

- All participants in an investigation have rights and responsibilities.
- CPB is on notice that our member has a genuine fear of reprisals by CPB, is reticent to be seen to take sides in the dispute, and uncomfortable with conflict. There is limited utility in requiring a reluctant participant to participate.
- CPB has a duty not to victimise our member, Mr Korostovetz, in any circumstances and to minimise employee speculation and gossip in the workplace.
- Mr Korostovetz understands his obligations to the workplace are primarily about acting appropriately, cooperatively and honestly, both during and after the investigation, but this investigation - the information gathering process, timelines for hearing and contextual evidence are now best left for the Court to decide.

The Briginshaw rule

- In *Neat Holdings Pty Ltd v Karajan Holdings Pty Ltd and others* [1992] HCA 66; (1992) 110 ALR 449, per Mason CJ, Brennan, Deane, Toohey and Gaudron JJ at [449–450]:

*“The ordinary standard of proof required of a party who bears the onus in civil litigation in this country is proof on the balance of probabilities. That remains so even where the matter to be proved involves criminal conduct or fraud. On the other hand, the strength of the evidence necessary to establish a fact or facts on the balance of probabilities may vary according to the nature of what it is sought to prove. Thus, authoritative statements have often been made to the effect that clear or cogent or strict proof is necessary “where so serious a matter as fraud is to be found.” Statements to that effect should not, however, be understood as directed to the standard of proof. Rather, they should be understood as merely reflecting a conventional perception that members of our society do not ordinarily engage in fraudulent or criminal conduct and a judicial approach that a court should not lightly make a finding that, on the balance of probabilities, a party to civil litigation has been guilty of such conduct. As Dixon J commented in *Briginshaw v Briginshaw*:*

“The seriousness of an allegation made, the inherent unlikelihood of an occurrence of a given description, or the gravity of the consequences flowing from a particular finding are considerations which must affect the answer to the question whether the issue has been proved’.”

Completeness of the Court process

- Both sides will be able to test their account against the sources of evidence before the Court.
- Deceptive and purposely misleading employer allegations, as will any mistaken belief in the state of things, or unconscious bias, will be tested.

If you hold a contrary view, then I encourage you to explain why this is so by **COB Monday 18 November 2024**.

My telephone number is [REDACTED]

Your sincerely

Elliott Dalgleish

CFMEU

Construction & General Division
QLD/NT Divisional Branch



Elliott Dalgleish
Industrial Officer

16 Campbell Street
Bowen Hills QLD 4006



qntindustrial@cfmeu.org



I acknowledge the traditional Aboriginal owners of country throughout Australia and pay my respect to them, their culture and their Elders past, present and future.

IMPORTANT:

This email (including any attachments) may contain confidential and/or legally privileged information intended only for the addressee. If you are not the intended recipient, any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you receive this email by mistake please notify us by return email, delete the email, destroy any printed copy and do not disclose or use its information in any way. We do not waive any confidentiality, privilege or copyright in this email. In order to minimise the risk of fraud, prior to proceeding with any electronic transfer of funds please confirm by telephone the details of any new account we nominate for that purpose.

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INFORMATION TAG

Not a Personal Danger Tag or Equipment Out of Service Tag.
Operator can only use this equipment providing they follow
the information on this tag.

Name: Dylan W
Signature: DW
Company: RT
Equipment: EMP
Dept: Parking
Date: 3/10 - 4/10 8/10 - 12/10
Time: 6:30 - 5pm

See reverse for details

PRO
prosafetygear.com

PART NO:
STI12575

APPENDIX 15 TO INVESTIGATION REPORT DATED 15 NOVEMBER 2024

VIDEO FOOTAGE

REFER TO NATIVE FILE



18 November 2024

PRIVATE & CONFIDENTIAL

Mr. Sean Korostovetz
C/O CPB Contractors Pty Ltd

By Email: [REDACTED]

Dear Sean,

Confidential workplace investigation – Show Cause Meeting

As you are aware, CPB Contractors Pty Ltd (CPB) appointed Michael O'Brien (**Investigator**) to conduct a fact-finding investigation into allegations relating to the Alleged Incidents set out in correspondence to you dated 9 October 2024.

The Alleged Incidents are set out below for ease of reference:

The Alleged Incidents

It is alleged that:-

1. On Friday 4th October 2024 at approximately 10:10 am Workplace Health and Safety (WHS) arrive on the Albert Street site to inspect allegations by CFMEU Organisers Mr Dean Mattas, Mr Corey Taylor and yourself.
2. There was some strong debate between the CFMEU organisers, you and a Work Health and Safety Inspector who had attended the site.
3. During those discussions the issue of dust masks was discussed, including reference to dust suppression mask signage.
4. At 11.25 am CPB you attempted to get the Work Health and Safety Inspector to visit an area known as B7, but the Inspector declined as she wanted to close out the then current issue.
5. At approximately 11.45 am you were observed going down to level B7 and tampering with three (3) safety signs that had been placed on a barrier so that the (3) safety signs could not be seen by workers in the area. In addition to being directly observed engaging in this conduct, shortly thereafter several workers reported that you had been seen by them interfering with safety signs in the area. The three signs that you were seen to interfere with were:-
 - Warning dust hazard wear appropriate dusk mask in this area
 - Plant operating zone
 - A list of tasks that were being carried out beyond the barrier along with contact details for supervisors in that area.
6. The conduct referred to in paragraph 5 (above) is extremely serious. Interference with safety signs on a construction or taking steps that would interfere with safety equipment or other safety measures,

is a clear breach of your duties and responsibilities as an employee, including but not limited to, your statutory duties as a "worker" under section 28 of the Work Health & Safety Act 2011 (Qld).

7. When you were confronted by a supervisor and asked whether you had engaged in the above conduct, you denied it and then walked off.

The purpose of this letter is to advise that the investigation has substantiated the Alleged Incidents.

CPB considers your actions to be misconduct.

CPB considers that by your conduct:

- 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 2010* (Qld) (**WH&S Act**);
- 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.

I enclose a copy of the following, as referenced above.

- Sean Korostovetz – Contract of Employment
- CIMIC Group Code of Conduct
- CIMIC Workplace Behaviour Policy.

The purpose of this letter is also to allow you an opportunity to respond to the preliminary assessment of the disciplinary that might be taken as set out below and to make any submissions that you wish to make before CPB's determined what, disciplinary action should be taken. No decision has been made or will be made in relation to disciplinary action until you have had the opportunity to respond.

Proposed disciplinary action

Based on the seriousness of the misconduct that has been identified, CPB's preliminary view is that your employment should be summarily terminated.

Opportunity to respond – Show Cause Meeting

Before making a final decision, CPB would like to give you an opportunity to respond to this letter and tell us why the proposed disciplinary action should not be taken.

You are invited to attend a Show Cause Meeting with Michael O'Brien and Lyndon Hinrichsen to provide your response.

Meeting Details:-

Date:- Thursday 21 November 2024

Time:- 2.00 pm

Location:- 110 Mary Street, Brisbane (Meet in the lobby).

In the alternative, you may elect to forgo a meeting and provide a written response. You may also elect to do both. Any written response that you wish to provide must be received by no later than the scheduled time for the commencement of the Show Cause Meeting.

We will consider your response and any other relevant information available to us before making a final decision. In the absence of any response from you, or you fail to attend the meeting, we will proceed to decide what to do next, based on the information then available to us.

Please be advised that you are entitled to bring a support person along with you to the meeting. Please advise Michael O'Brien beforehand who will be attending with you so that appropriate arrangements can be made. Michael may be contacted at [REDACTED]


Other matters

In the meantime, your employment will remain suspended on base rate until further notice.

Your obligations in relation to confidentiality continue to apply. This means you must keep the Alleged Incidents, the investigation and the outcomes, including the matters raised in this letter, confidential. However, you are able to discuss the matter with a professional advisor, provided that any such advisor also maintains confidentiality.

Finally, again a reminder that counselling and employee assistance is available to you – you are encouraged to utilise the employee assistance program on 1800 056 076, at any time.

Yours sincerely,



Dominic Byrne
Precinct Manager
CBGU D&C JV
For and on behalf of CPB Contractors Pty Ltd

20 November 2024

Michael O'Brien
Senior IR Advisor

Dominic Byrne
Precinct Manager
CPB Contractors Pty Limited

By Email: [REDACTED]

RE: Sean Korostovetz - Show Cause Why Disciplinary Action Should Not Be Taken and Show Cause Meeting (written response)

Dear Mr McCann & Mr Byrne

I. BACKGROUND

1. Mr Sean Korostovetz is a member of ours. The CFMEU writes to you on his behalf.
2. Mr Korostovetz (1) denies all the allegations (alleged incidents set out in the 9 October 2024 CPB correspondence) and (2) refutes the presumed findings contained in the letter of Mr Dominic Byrne, CPB Contractors Pty Ltd, dated 18 November 2024 in relation to events of Friday the 4th of October 2024.
3. No sufficient particulars have been/were provided such as time, date, place, person, circumstances, and context to properly respond to the allegations in all of the circumstances.
4. **There was no misconduct by Mr Korostovetz as the conduct as alleged did not occur. Consequently, no misconduct as alleged by CPB can be substantiated by the employer. Hence there is no need for disciplinary action.**

5. See *Mr Andrew Hill v Peabody Energy Australia PCI Pty Ltd* [2017] FWCFB 4944, per the Full Bench, described the Commission's task under s.387(a) in the following terms:

“It is well established that in cases where an employee has been dismissed for a reason relating to conduct, the Commission must, in considering whether there is a valid reason for dismissal, be satisfied that the conduct occurred. This obligation, articulated by the Federal Court in *Edwards v Giudice*, flows from the plain wording of s.387(a), which requires the Commission to consider whether there is a *valid* reason for the dismissal. The question of whether the alleged conduct took place and what it involved is to be determined by the Commission on the basis of the evidence in the proceeding before it, to the *Briginshaw* standard. The test is not simply whether the employer believed on reasonable grounds that the employee engaged in the conduct.”

6. The CFMEU would welcome a response to the matters raised in this correspondence, and in turn, an opportunity to meet with you to discuss how to resolve these issues.

II. (FURTHER) LEGAL PRINCIPLES AND ARGUMENT

A. A SINGLE OR ONE OF ACT OF INEFFICIENCY IS UNLIKELY TO ESTABLISH INCOMPETENCY

7. As CPB would be aware, ***a single or one of act of inefficiency is unlikely to establish incompetency and **does not justify a sanction***** from your employer, unless it poses a grave threat to the safety of others or is gross (which it did not and was not as no such event occurred as was described by the employer).

B. MISCONDUCT

8. As to an allegation of misconduct, it is to be remembered that the standard of workplace behaviour an employer is entitled to expect is “the standard of men, not angels”: see *Jupiter General Insurance v Shroff* [1937] 3 All ER 67 at [74]; *IRB v Knox* (1981) 1 IR 314 at [316].

C. SERIOUS MISCONDUCT

9. As to what amounts to serious misconduct, in *North v Television Corporation Limited* (1976) 11 ALR 599 at [609] per Smithers and Evatt JJ, said:

*“For purposes of the application of the common law principles to the facts of this case, the remarks of the Master of the Rolls in *Laws v London Chronicle (Indicator Newspapers) Ltd* [1959] 2 All ER 285 at [287] and [289] are on point.*

He said-:

“To my mind the proper conclusion to be drawn from the passages which I have cited and the cases to which we were referred is that, since a contract of service is but an example of contracts in general, so that the general law of contract will be applicable, it follows that, if summary dismissal is claimed to be justifiable, the question must be whether the conduct complained of is such as to show the servant to have disregarded the essential conditions of the contract of service.

I do, however, think (following the passages which I have already cited) that one act of disobedience or misconduct can justify dismissal only if it is of a nature which goes to show (in effect) that the servant is repudiating the contract, or one of the essential conditions; and for that reason, therefore, I think that one finds in the passages which I have read that the disobedience must at least have the quality that it is “wilful”; it does (in other words) connote a deliberate flouting of the essential contractual conditions.”

D. LEGAL TEST

10. *Briginshaw v Briginshaw* (1938) 60 CLR 336 per Dixon J at [361] – [362]:

*The truth is that, when the law requires the proof of any fact, the tribunal must feel an actual persuasion of its occurrence or existence before it can be found. It cannot be found as a result of a mere mechanical comparison of probabilities independently of any belief in its reality...[I]t is enough that the affirmative of an allegation is made out to the reasonable satisfaction of the tribunal. But reasonable satisfaction is not a state of mind that is attained or established independently of the nature and consequence of the fact or facts to be proved. **The seriousness of an allegation made, the inherent unlikelihood of an occurrence of a given description, or the gravity of the consequences flowing from a particular finding are considerations which must affect the answer to the question whether the issue has been proved to the reasonable satisfaction of the tribunal. In such matters “reasonable***

satisfaction” should not be produced by inexact proofs, indefinite testimony, or indirect inferences.

E. VALID REASON

11. For a reason to be a valid reason within the meaning of s.387(a) of the Act, it must be “*sound defensible or well founded*” rather than “*capricious, fanciful, spiteful or prejudiced*.”¹

12. Furthermore, in deciding whether there was a valid reason for the employee’s dismissal, FWC must undertake an objective analysis of all of the facts of the case in determining that question.²

13. In this regard, ***the entire factual matrix*** is relevant in determining whether the termination was for a valid reason.³

F. FAIR GO ALL ROUND

14. The unfair dismissal provisions that are set out in Part 3-2 of the Act are intended to ensure that a “*fair go all round*” is accorded to both the former employer and the former employee. See s.381(2) of the Act. See also *Hill v Adult Multicultural Education Services* (2008) 171 IR 360 at [67] to [77] per Hamilton DP.

15. There can be no doubt that a consideration of the “*fair go all round*” principle applies to weigh all the factors set out in s.387 of the Act together in the balance. See *Hill v Adult Multicultural Education Services* (2008) 171 IR 360 at [72] per Hamilton DP. See also *Australian Meat Holdings Pty Ltd v McLauchlan* (1998) 84 IR 1 at [8] per Ross BP, Polites SDP and Hoffman C.

¹ *Selvachandran v Peteron Plastics Pty Ltd* (1995) 62 IR 371 at 373 per Northrop J.

² *Annetta v Ansett Australia* (2000) 98 IR 233 at [10] per Giudice J, Williams SDP, and Cribb C.

³ *Allied Express Transport Pty Ltd v Anderson* (1998) 81 IR 410 at 413 per Lee, Tamberlin and Marshall JJ.

16. As CPB would be aware, see *Laws v London Chronicle Ltd* [1959] 2 All ER 285, ‘a single act of disobedience can be sufficient to justify dismissal only if it is of a nature which demonstrates that the employee was repudiating the contract or one of its essential conditions.’

17. The employee’s alleged disobedience must be shown to have been wilful or deliberate. It was not.

18. Our member’s action was not wilful and deliberate, nor was it done with wrongful intention, or in disobedience or inefficiency. That is, he did not engage in any intentional wrongdoing or dishonesty. The events alleged did not occur.

19. The proposed termination of employment and resulting dismissal by the Company is misguided.

20. As Gleeson CJ observed in *Re Minister for Immigration and Multicultural and Indigenous Affairs; Ex parte Lam* [2003] HCA 6; 214 CLR 1 at 14 [37]:

"Fairness is not an abstract concept. It is essentially practical. Whether one talks in terms of procedural fairness or natural justice, the concern of the law is to avoid practical injustice."

III. FACTUAL MATRIX in relation to the ALLEGATION

21. On Friday 4 October 2024 Mr Korostovetz arrived for work at approximately 5:30am.

22. He attended the prestart at 6:00am where it was said that the jumpform had been greencut by nightshift.

23. So Mr Korostovetz decided to go up to the jumpform to have a look as he had been raising issues for the last 8 months about silica dust being left on every surface after the greencutting had taken place.

24. Mr Korostovetz arrived on the jump at approximately 6:34am.

25. He climbed down one of the cells and there was silica dust everywhere, so he took photos to document the conduct by CPB.
26. Mr Korostovetz sent the photos to Corey Taylor and asked him for some assistance.
27. At approximately 8:30am on the same day Corey Taylor and Dean Mattas arrived at site.
28. These CFMEU officials handed James Maher their 117s and were granted access to the worksite.
29. While Mr Korostovetz, Corey Taylor and Dean Mattas were on the gantry waiting to investigate the issue on the jumpform.
30. Mr Maher said to Mr Korostovetz that *"I had better be careful with my behaviour today."*
31. All four persons then walked onto the jumpform and Mr Korostovetz proceeded to the area that was an issue and showed Corey Taylor, Dean Mattas, and John Wells (CPB Safety).
32. Mr Taylor and Mr Mattas asked Mr John Wells *"If CPB could get the workers out of the area that didn't have RPE masks on?"*
33. Mr Wells told Mr Taylor and Mr Mattas *"They wouldn't be getting any workers out of the area!"*
34. Mr Taylor and Mr Mattas decided to call Workplace Health and Safety for assistance.
35. Everybody then went down to B7 to have a look at other issues regarding the patching gear being used.

36. Once all that had finished, everyone went back up to the trading room to have a look at some documentation from CPB. But no one got to see the CPB documentary material, as around this time, workplace health and safety had arrived.
37. The CFMEU officials and delegates and HSRs then went outside the job and met up with workplace health and safety inspectors and gave them a brief overview of the issues.
38. Once workplace health and safety inspectors were given visitors passes and logged in Mr Maher again threatened Mr Korostovetz says *“You need to remember who you work for.”*
39. Everyone then went back to the jump with the workplace health and safety inspectors and the parties when we went through the issues with the officer up there,
40. A lot of discussion up there occurred between Mr Korostovetz and Mr Taylor and Mr Mattas, the workplace health and safety inspectors, Mr Wells and RockTown representatives.
41. Mr Korostovetz recalls that the WHSQ inspector said that she wanted to go to the training room before she goes down to B7. Mr Korostovetz said that he would go down there and take photos in case the plant and equipment being used down there went missing.
42. Mr Korostovetz says when he got to B7 he went over to the corner where the other HSRs were (Tristan Lyons and Mark Hawken) and they updated him on some scaffold that had been tampered with and a worker had almost fallen down the penetration.
43. Mr Korostovetz then walked around and took photos of the different items being used that were non-compliant when I noticed two scaffolders drilling into concrete without being clean shaven so he walked over to them and told them that they should get one of the guys that had been fit tested and clean shaven to drill it.

44. After that Mr Korostovetz walked away and sat on a pallet of cement bags while he looked through the photos and sent them to the Mr Taylor.
45. Mr Korostovetz then made his way down to B9 to continue taking photos of various equipment being used incorrectly then he messaged Mr Taylor to see if he should stay there or go up to the training room.
46. Mr Korostovetz says that Mr Taylor told him once he had taken the photos to come back to the training room.
47. Mr Korostovetz says as he was waiting for the hoisted go back to the training room Mr Mathew Anforth confronted him and said that someone had told him he was removing some safety signs on the gates.
48. Mr Korostovetz informed the supervisor Mr Anforth that this was a stupid false allegation and that he would never touch safety signs or do anything that would put workers at risk.
49. Mr Korostovetz was very offended that a CPB supervisor believed a CFMEU HSR would do something like that.
50. Mr Korostovetz then left and went back up to the training room.

PROPOSED SOLUTION

51. Our members' alleged action(s) on this occasion do not justify dismissal.
52. Furthermore, I note that in *Austal Ships Pty Ltd* (unreported, AIRCFB, per Ross VP, Drake DP, Dight C, 13 August 1997) the generally accepted view is 'employees are only obligated to follow directions that are both *lawful and reasonable* and refusal for non-compliance does not justify disciplinary action and/or a valid reason for dismissal.'
53. Additionally, what is reasonable is not to be determined in *vacuo*.

54. Reasonableness is a question of fact, determined by a range of factors, such as *'the express and implied terms of the contract; the nature of the employment; established custom and practice in the workplace, trade, or industry (workplace policy, procedures and guidelines); the terms of the relevant instruments (enterprise agreement), and any applicable legislation (FW Act 2009).'*'

55. In a practical sense, the limits on the obligation to comply with any CPB directive are as follows: 'promoting and maintaining harmony, productivity and safety in the workplace; ensuring that staff are not exposed to bullying, harassment or other forms of inappropriate behaviour in the context of work-related activities (even outside working hours); protecting the reputation of the employer, or an organisation (such as the CPB group as a whole) of which the employer is a part; ensuring the effective conduct of the business; and ensuring the lawful use of company property.'⁴

56. If any proposed CPB action is warranted it should be proportionate to his alleged conduct within **context in all of the circumstances**, such as either informal counselling, a letter of expectation, the issuing of a reprimand, or a warning.

57. Lastly, depending on the final outcome of these further allegations and CPB investigation, **Mr Korostovetz** says:

- a) Any dismissal would be **harsh** because of its impact on him and because it is disproportionate to his alleged misconduct and performance; and
- b) Any dismissal would be **unjust** because he is not guilty of the alleged misconduct; and
- c) There is **no valid reason** for his dismissal; and
- d) It is unclear from the relied and annexed correspondence that his alleged conduct or performance constituted a sound, defensible, and well-founded reason for any dismissal; and

⁴ *GrainCorp Operations Ltd v Markham* (2002) 120 IR 253; *Farquharson v Qantas Airways Ltd* (2006) 155 IR 22; *Rose v Telstra Corporation Ltd* (1998) 45 AILR 3; *Streeter v Telstra Corporation Ltd* (2008) 170 IR 1; and *McManus v Scott-Charlton* (1996) 70 FCR 16; 140 ALR 625

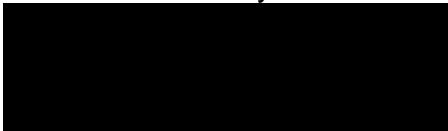
e) Any decision to dismiss him would be ***unreasonable*** as it is based on inferences which could not have reasonably been drawn from the material before the employer.

IV. CONCLUSION

58. No disciplinary action is necessary.

59. If you hold a contrary view, then I encourage you to explain why this is so.

Your sincerely



Elliott Dalglish
Industrial Officer



28 November 2024

PRIVATE & CONFIDENTIAL

Elliott Dalgleish
Industrial Officer
CFMEU

By Email: [REDACTED]

Dear Mr Dalgeish,

Confidential workplace investigation – Sean Korostovetz

We refer to your correspondence dated 20 November 2024, concerning the show cause letter issued to Mr. Sean Korostovetz on 18 November 2024.

We have carefully reviewed your submitted comments. However, after due consideration, we uphold the findings of our investigation and do not accept the version of events presented by Mr. Korostovetz.

As this now concludes the show cause process we will refer the matter to the decision maker for their final determination.

We will let you know the outcome in due course.

Yours sincerely,

[REDACTED]

Dominic Byrne
Precinct Manager
CBGU D&C JV
For and on behalf of CPB Contractors Pty Ltd

From: Sanfilippo, Vince [REDACTED]
Sent: Tue 03/12/2024 4:22:50 PM (UTC+10:00)
To: Watson, Nicole [REDACTED]
Cc: Jensen, Natalie [REDACTED] Malcolm Davis [REDACTED]
Subject: Re: Subject to Legal Privilege - Sean Korostovetz

Hi Nicole,

thanks for the comprehensive information provided.

Based on the information provide I confirm that my decision is to proceed with disciplinary action in the form of termination of employment.

Kind Regards

Vince Sanfilippo

General Manager, QLD & PNG

M [REDACTED]



From: Watson, Nicole [REDACTED]
Sent: Thursday, 28 November 2024 3:29 PM
To: Sanfilippo, Vince [REDACTED]
Cc: Jensen, Natalie [REDACTED] Malcolm Davis [REDACTED]
Subject: Subject to Legal Privilege - Sean Korostovetz

Hi Vince

Please find attach documents relating to Sean Korostovetz investigation including:

- Our show cause letter dated 18 November 2024;
- Sean Korostovetz reply dated 20 November 2024; and

- Our reply to the Show cause response dated 28 November 2024.

Due to there being no new evidence within their show cause response, as decision maker, please review the Investigation Report and supporting documents (see also attached) in order to make your final decision regarding what, if any, disciplinary action should be taken in relation to Sean Korostovetz.

Please let me know if you require any further information.

Kind regards

Regards

Nicole Watson

Senior HR Advisor



Level 3, North Tower, 339 Coronation Drive, Milton, QLD 4064, Australia

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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



Vince Sanfilippo
General Manager – QLD & PNG
CPB Contractors Pty Limited

From: Wilson, Robert [REDACTED]
Sent: Wed 07/02/2024 9:35:03 AM (UTC+10:00)
To: Howard, Chris [REDACTED] Watson,
Nicole [REDACTED]
Subject: Unreasonable behaviour

To Whom It May Concern,

I wish to report my concerns regarding separate encounters of unprofessional behaviour I had with two CBGU's workers in relation to an event that occurred on the Boggo Road Station project Site. My concerns are the way they relayed information surrounding an event that occurred on site and how they interacted with me professionally as co-workers.

The details of the event are as follows:

On the 6/02/2024 an event occurred on site when a worker who had stated he had been feeling unwell before coming to work became nauseous and vomited. The worker was treated by one of CBGU's Site First Aider Trent Broadhurst who called the Queensland Emergency Services (QES). I was asked by Warren Tresider (Site Manager) to go and assist.

On my arrival at the First Aid Room the PI was stable and was being cooled down by Trent with ice packs and cold-water pat downs. The PI was stripped down to only their long pants but then changed themselves into their shorts. The PI was coherent and started to use their phone to hold detailed discussions with various persons regarding work and personal issues and continued to do so on and off for an extended time.

The PI was reasonably mobile, only consumed ½ cup of water after multiple offers and their skin was moist not clammy or dry and normally warm to the touch, their pupils were even and reactive when they opened their eyes from periods of rested closure, and the PI remained coherent at all times. The PI did report a feeling of nausea and overall lack of energy.

On arrival of the Queensland Ambulance Service (QAS) their assessment was to transport the PI for further assessment, advising the PI that they may have an infection.

It was confirmed after the PI's underwent medical assessment that the event was not work related and the Project received notification at 07:30 hours on the 07/02/2024.

Encounter 1/

Trent Broadhurst rang the QES back twice with concerns they were taking too long and, on both occasions, misreported the PI's signs and symptoms stating they were not 'fully with it', were 'getting worse' and emphasised it was a heat-related illness even though there had been no change in the PI's condition.

When the QAS arrived along with Trent Broadhurst I assisted the PI to the ambulance as they insisted on walking to it. On my asking the paramedic where the PI would be taken so I could follow up and ensure they were receiving the required assistance. In the presence of Jessica Allam, Trent Broadhurst became aggressive towards me and told me "he's an East Coast employee and not a CPB worker so F..K Off you got nothing to do with it."

Encounter 2/

On the 07/02/2024 at the Site prestart held by Daniel Boychenko in the C3 crib room at the end of Daniel's delivery he asked if there was any question.

A worker asked if there had been any event on site and the CBGU HSR Corey Taylor who was present stated 'didn't they raise it at the prestart'.

Daniel asked me to respond, I replied 'we were awaiting official notice on the cause of the event'. In the presence of Jessica Allam and Daniel Boychenko, Corey immediately became aggressive towards me and accused CBGU and me of covering up the truth as there had been 35 heat strokes.

incident and 1 death so far and that the event which happened the day before was heatstroke. I stated there were other circumstances, but he just walked out.

My Concerns

I believe that the misrepresentation of the facts by my fellow CBGU workers to the QAS and fellow workers and the unnecessary showing of aggression towards me for carrying out my work in a professional and responsible manner is unacceptable and reasonable action needs to be taken to prevent it from reoccurring,

Also, given that this is not the only time these workers have behaved in such an aggressive and unprofessional way towards myself it creates issues that make it difficult for me to perform my tasks should a reasonable solution not be forthcoming.

Regards
Robert

Regards

Robert Wilson

Safety Advisor



[REDACTED] Dutton Park, QLD 4102, Australia

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E [REDACTED]

From: Wilson, Robert [REDACTED]
Sent: Tue 20/02/2024 1:32:50 PM (UTC+10:00)
To: Watson, Nicole [REDACTED]
Subject: Bullying Event

Hi Nicole

I wish to report an event of my bullying by a fellow CBGU employee which occurred today the 20/02/2024 at ~ 11:45 hours at the gateway leading to the Boggo Road Slipway from just in front of the Site First Aid Room

As discussed, a brief recollection of the event is below.

I had just completed a conversation about the process for checking an eyewash station located at the CBGU chemical Storage area with Anthony MacDonald the CBGU Store person when as I was walking away up the ramp between the First Aid Room and the HSR's Office I heard my first name Robert called out. I turned around and saw Shane Stewart a CBGU Supervisor, he pointed indicating it came from a around the corner going in the direction of the HSR's Office.

On going back to the bottom of the ramp I was confronted by Trent Broadhurt and Corey Taylor two CBGU JV employees standing side by side and looking directly at me.

Trent asked me in what I personally took to be a sarcastic tone 'how are you' and when I asked him what he meant by that he said, 'are you drunk today'.

I stated I didn't know what he was referring to and he said, 'haven't you had a drink today'.

I said to both Trent and Corey I wasn't going to continue any conversation with them unless someone from management was present.

Trent then made another statement about me being drunk at work.

I address both Trent and Corey and again said I wasn't going to talk to them unless someone from management was present and they could come with me if they wanted to.

Trent made another comment inferring I was drunk at work, and I said, 'I've had enough of your asinine comments, and I am not tolerating it anymore' and I am going to report it to management, and I left.

I then tried to find Justin Griffin and then Warren Tresider in the Site Office but as I could find them, I rang you Nicole Watson and reported the event to you.

As this has now become an ongoing problem where these two co-workers either individually or together have attempted to degrade, disempower, and demean mean in public with misinformation and dominate me through verbal abuse and physical intimidation I ask that CBGU take steps to ensure that I do not have to endure such bullying action again from them

within the workplace while going about doing nothing more than my normal duties.

Regards

Robert Wilson

Safety Advisor



Dutton Park, QLD 4102, Australia

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Statement of Danny Boychenko

20 February 2024

Recalls the incident on 7 February 2024 on pre-start.

Does not recall the event from the day before as was not aware there was a worker who was taken by ambulance.

This is why he didn't say anything on pre-start. When questioned by the ABLE subby if there was an event the day before he handed the question over to Robert because he didn't know anything about it.

Danny can't recall exactly what Robert's response was but he thinks he might have said something like he was waiting for confirmation of what happened. Danny now knows the worker was sick before coming to work and then felt sick when he was here but was blaming it on the heat.

Danny says Corey then launched into him and was very aggressive. Danny said his response towards Robert was pretty harsh and he was swearing using the "F-word towards Robert.

When questioned what Corey said exactly Danny said he can't recall exact words but it was something like "it was 'f-ing' heat stroke".

Nicole asks if Danny has had any issues with Corey or Trent personally. Danny says he hasn't but he has seen them behave aggressively around site with other workers.

Danny said Robert didn't deserve to be spoken to like that in the meeting. He says he's an almost 70 year old guy who doesn't swear or gets angry and Corey's response was very harsh towards him.

Statement of Jessica Allam

20 February 2024

Incident 1

February 6, I can't remember what time it was. In my recollection, I was heading to the turnstile when I witnessed the interaction between Trent and Robert.

The East Coast worker was inside the ambulance receiving treatment from the paramedic and Robert wanted to speak to the paramedic and the worker before the ambulance leave site.

Trent blocked Robert to go near the ambulance and told Robert " He is not CPB worker, he is East Coast worker, so you don't need to be here, go away"!

Robert tried to explain to Trent, but he dismissed him. The Ambulance left and then I left. I saw Robert walk away as well.

- *Nicole asks Jess to clarify whether she heard Trent swear at Robert. Jess said she did not but acknowledged that the argument between the two had already commenced when she came by so it is very possible that he would have sworn at Robert. Jess says that Trent is usually very aggressive and is known to swear a lot so it's highly likely he did.*

Incident 2

February 7, at 6.30am prestart, worker from ABLE subcontractor asked the question why there was no mention of the incident that occurred the previous day. Robert was the safety person in that prestart and he informed the workers that, they are just waiting for the medical result coming from the hospital. Robert was still explaining when Corey cut him off.

Corey then said, "It's a fucking heat stroke,, 27 cases and 1 fatality with heat related injury and why don't you fucking accept that", Corey said this in aggressive manner.

Robert tried to explain to Corey that as soon safety will receive the result, they will then communicate this to the workforce.

Corey then told him that he doesn't care what he needs to do,, it's a heat stress and that's that. We end the prestart with that.

- *Nicole asks Jess where they were in the room – Jess confirmed Corey was standing on the opposite side of the room and Robert was to the side.*
- *Nicole asked Jess if Corey was pointing his finger at Robert – Jess said no but that he was being very aggressive towards Robert.*

From: Wilson, Robert [REDACTED]
Sent: Wed 21/02/2024 10:26:14 AM (UTC+10:00)
To: Watson, Nicole [REDACTED]
Subject: RE: Bullying Event
Attachment: 04 Response from TB_.jpeg
Attachment: 05 Response to TB from MN.jpeg
Attachment: 01 Text from Trent Broadhurst.jpeg
Attachment: 02 request from Michael Neil Part a_.jpeg
Attachment: 03 2nd Request from Michael Neil Part b.jpeg

Hi Nicole

For your information, further to the event yesterday, I would like to provide the attached photos taken from my work phone today.

They demonstrate further attempts by Trent Broadhurst to belittle me in public and spread misinformation about my competency to fulfill my position and assigned tasks.

Trent Broadhurst posted these comments on the Boggo Road HSE Committee WhatsApp site while I was attempting to perform my duties and take heat stress reading on site.

I would appreciate your assistance in bringing this matter to a close as it is taking its toll on both myself and my partner.

Regards

Robert

From: Wilson, Robert
Sent: Tuesday, February 20, 2024 1:33 PM
To: Watson, Nicole [REDACTED]
Subject: Bullying Event

Hi Nicole

I wish to report an event of my bullying by a fellow CBGU employee which occurred today the 20/02/2024 at ~ 11:45 hours at the gateway leading to the Boggo Road Slipway from just in front of the Site First Aid Room

As discussed, a brief recollection of the event is below.

I had just completed a conversation about the process for checking an eyewash station located at the CBGU chemical Storage area with Anthony MacDonald the CBGU Store

person when as I was walking away up the ramp between the First Aid Room and the HSR's Office I heard my first name Robert called out. I turned around and saw Shane Stewart a CBGU Supervisor, he pointed indicating it came from a around the corner going in the direction of the HSR's Office.

On going back to the bottom of the ramp I was confronted by Trent Broadhurt and Corey Taylor two CBGU JV employees standing side by side and looking directly at me.

Trent asked me in what I personally took to be a sarcastic tone 'how are you' and when I asked him what he meant by that he said, 'are you drunk today'.

I stated I didn't know what he was referring to and he said, 'haven't you had a drink today'.

I said to both Trent and Corey I wasn't going to continue any conversation with them unless someone from management was present.

Trent then made another statement about me being drunk at work.

I address both Trent and Corey and again said I wasn't going to talk to them unless someone from management was present and they could come with me if they wanted to.

Trent made another comment inferring I was drunk at work, and I said, 'I've had enough of your asinine comments, and I am not tolerating it anymore' and I am going to report it to management, and I left.

I then tried to find Justin Griffin and then Warren Tresider in the Site Office but as I could find them, I rang you Nicole Watson and reported the event to you.

As this has now become an ongoing problem where these two co-workers either individually or together have attempted to degrade, disempower, and demean mean in public with misinformation and dominate me through verbal abuse and physical intimidation I ask that CBGU take steps to ensure that I do not have to endure such bullying action again from them within the workplace while going about doing nothing more than my normal duties.

Regards

Robert Wilson

Safety Advisor



Dutton Park, QLD 4102, Australia

M
E

raisework. will be open in a...

Thanks mate let's keep up this communication!
8:10 am



Near QE container 9:39 am ✓

T ~ Trent Broadhurst [REDACTED]

~~This message was deleted~~
9:40 am

Beer goggles 9:42 am

ENGAGED 9:42 am

Boggo Rd HSE com...
~ Michael Neil is typing...



9:40 am

Beer goggles 9:42 am

ENGAGED 9:42 am



J1

9:44 am ✓

M

~ Michael Neil

~ Trent Broadhurst

Beer goggles

Cmon mate. Let's please keep this platform professional. Thanks

9:45 am

Message



Boggo Rd HSE com...
~ Trent Broadhurst is typin...

ENGAGED 9:42 am



J1 9:44 am ✓

M ~ Michael Neil [redacted]
~ Trent Broadhurst [redacted]
Beer goggles

Cmon mate. Let's please keep this platform professional. Thanks

9:45 am

If there is any issues please call me

9:45 am

Message [attachment icon] [camera icon] [microphone icon]



J1 9:44 am ✓

M ~ Michael Neil [REDACTED]
~ Trent Broadhurst [REDACTED]
Beer goggles
Cmon mate. Let's please keep this platform professional. Thanks
9:45 am

If there is any issues please call me
9:45 am

1 Unread Message

T ~ Trent Broadhurst [REDACTED]
Not a problem !
Will address later on and hope it is dealt with in a professional manner.
9:47 am



J1 9:44 am ✓

M ~ Michael Neil [REDACTED]
~ Trent Broadhurst [REDACTED]
Beer goggles

Cmon mate. Let's please keep this platform professional. Thanks

9:45 am

If there is any issues please call me

9:45 am

2 Unread Messages

T ~ Trent Broadhurst [REDACTED]

Not a problem !

Will address later on and hope it is dealt with in a professional manner.

9:47 am



M ~ Michael Neil [REDACTED]
~ Trent Broadhurst [REDACTED]
Not a problem !
Will address later on and hope it is d...
Thanks mate. Appreciate it

9:48 am

From: Tresider, Warren [REDACTED]
Sent: Wed 21/02/2024 3:26:29 PM (UTC+10:00)
To: Watson, Nicole [REDACTED]
Subject: Trent and Corey

Hi Nicole,

Corey and Trent have been made aware about tomorrow, Corey will be in around 12. Thanks.

Regards

Warren Tresider

Site Manager



[REDACTED] Dutton Park, QLD 4102, Australia
T M
E [REDACTED]

Confidential Investigation

Investigation into breach of CIMIC Workplace Behaviour Policy

4 March 2024

DRAFT

1.1 Allegation/Issue

It is alleged that on 6 February 2024, Trent Broadhurst (CPB HSR) (Respondent) breached CIMIC's Workplace Behaviour Policy through a face-to-face confrontation where he displayed aggressive behaviour towards Safety Advisor Robert Wilson (Complainant).

It is also alleged that on 20 February 2024, the Respondent breached CIMIC's Workplace Behavior Policy after the Respondent made remarks to the Complainant in public which the Complainant perceives is an attempt to discredit his position and professional reputation.

It is further alleged that on 21 February 2024, the Respondent breached CIMIC's Workplace Behavior Policy through making disparaging comments about the Complainant in a group WhatsApp chat which the Complainant perceives is an attempt to further discredit his position and professional reputation.

It is alleged that the Respondent's behaviour and language over the period 6 February 2024 to 21 February 2024 follows a pattern of bullying and harassment behaviour directed towards the Complainant which the Complaint reports has created a hostile work environment for him to work and carry out his role as Safety Advisor.

1.2 Employee's subject to Investigation

- Robert Wilson – Safety Advisor (CPB) – Complainant
- Trent Broadhurst – HSR (CPB) – Respondent
- Jess Allam – IR Administrator (Ghella) - Witness 1
- Ross Leadley – Senior Safety Advisor (BAM) – Witness 2
- Michael Neil– Senior Safety Advisor (Ghella) – Witness 3

1.3 Investigator

Nicole Watson– Senior HR Advisor, CBGUJV Cross River Rail – Tunnels & Stations

1.4 Background

On 6 February 2024 Respondent allegedly behaves aggressively towards the Complainant while attending to an ill worker on site. In front of IR Administrator Jess Allam (Witness 1) and paramedics the Respondent is heard saying in an aggressive manner *“He is not a CPB worker, he is an East Coast worker, so you don’t need to be here, go away”!* The Complainant also alleges the Respondent blocks his ability to speak to the ill worker when trying to obtain next of kin details before being taken away to hospital.

On 20 February 2024 the Respondent allegedly taunts the Complainant in public asking if he is *“drunk today”* in front of fellow HSR Corey Taylor while on site. When the Complainant questions what the Respondent is talking about the Respondent is allegedly repeats his question *“Are you drunk today”*. The Complainant reports the Respondent’s behaviour as an attempt to discredit his name and professional reputation. The Respondent allegedly admits questioning the Complainant in this manner to Senior Safety Advisor Ross Leadley (Witness 2) however says he was only joking.

On 20 February 2024 the Respondent posts the remark *“Beer Goggles ENGAGED”* under a post by the Complainant in a group WhatsApp chat. The WhatsApp chat consists of 26 people including other HSRs, supervisors, Site Manager and the Project Manager. The Complainant reports this as being an attempt to degrade him publicly to discredit his professional reputation. Senior Safety Advisor Michael Neil (Witness 3) responds to the post requesting the Respondent remain professional on the group chat message.

As result of the alleged ongoing negative behaviour by the Respondent towards the Complainant, the Complainant reports it having a negative impact on him and his ability to carry out his work and requests that action be taken to prevent it from reoccurring.

1.5 Remit of Investigation

- This investigation relates to the alleged behaviour which has been reported to have breached clauses 3.1 Bullying and 3.2 Harassment of CIMICs Workplace Behaviour Policy where the Respondent is alleged to have:
 - Behaved aggressively towards the Complainant; and
 - Made repeated negative comments in front of others about the Complainant in order to damage his professional reputation.
- The intention of the investigation is to determine whether there has been a breach the project’s Workplace Behaviour Policy by the Respondent against the Complainant.

1.6 Chronology of Activity

Date	Person/s	Action
		-
		-
		-
		-
		-
		-
		-

1.7 Investigation Process

Name	Position	Reason	Appendix
Robert Wilson	Safety Advisor	Complainant	Appendix 1
Jess Allam	IR Advisor	Witness	Appendix 2
Robert Wilson	Senior Safety Advisor	Witness	Appendix 3
Michael Neil	Senior Safety Advisor	Witness	Appendix 4
Trent Broadhurst	CPB HSR	Respondent	Appendix 5

1.8 Findings

Categories of Findings and the Standard of Proof

The investigator has made findings as to whether the allegations are substantiated on the balance of probabilities (that is, the civil standard of proof).

Give the serious natures of the allegations, the 'Briginshaw test' has been applied (from the case *Briginshaw v Briginshaw* (1938) 60 CLR 336). The Briginshaw test takes into account the:

- (i) Seriousness of the allegation;
- (ii) Inherent likelihood of the conduct occurring based on the evidence; and
- (iii) Gravity of the consequences flowing from a particular finding

There are three categories of findings – the allegation is:

Substantiated – the Investigator found that it was more likely than not that the conduct occurred;

Not Substantiated – the Investigator found that it was more like than not that the conduct did not occur;

Unable to be substantiated - this does not mean that the conduct as alleged did not occur, but means that the Investigator was unable to determine whether the alleged conduct occurred or not (for example, because the witnesses provided conflicting information and there was no other evidence to corroborate either witness' version of events).

Findings:

Allegation 1	<p>6 February 2024, the Respondent allegedly breached CIMIC's Workplace Behaviour Policy through a face-to-face confrontation where he displayed aggressive behaviour towards the Complainant while trying to attend to an ill worker.</p> <p>Complainant reports the alleged unnecessary aggression towards him impacts his ability to carry out his work and requests that action taken to prevent it from reoccurring.</p>
Response	Pending response from Respondent
Witness	<p>Witness 1 confirmed hearing the Respondent say aggressively to the Complainant <i>"He is not a CPB worker, he is an East Coast worker, so you don't need to be here, go away!"</i> Witness confirms the Respondent spoke in a very aggressive tone.</p> <p>Witness 1 also confirmed at that time she saw the Respondent physically move into a position which was deliberately blocking the Complainant's ability to talk to the ill worker in his role as Safety Advisor and First Aid Officer.</p>
Finding	<p>Substantiated/Not Substantiated pending response from Respondent</p> <p>Under the CIMIC Workplace Behaviour Policy, harassment in the workplace that is unlawful is any type of behaviour that generally:</p> <ol style="list-style-type: none"> 1. is unwelcome or unwanted by the recipient and which offends, insults, humiliates or intimidates them; <i>and</i> 2. 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.
Breach	The Respondent has/hasn't breached Clause 3.2 (Harassment) of the CMIC Workplace Behaviour Policy under the following circumstances:

	<ul style="list-style-type: none"> - The Complainant reported the behaviour as being unnecessary aggression directed towards him which had a negative impact on his ability to carry out his work and requested that action be taken to prevent it from reoccurring. - Witness 1 reported the tone in which the Respondent spoke was in an aggressive manner. - (Subject to the Respondent's statement), 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.
--	--

Allegation 2	<p>On 20 February 2024, the Respondent allegedly breached CIMIC's Workplace Behavior Policy after the Respondent made remarks to the Complainant in public which the Complainant perceives is an attempt to discredit his position and professional reputation.</p> <p>comment directed towards the complainant to a large group of Senior Leaders via a Group chat. The respondent is concerned that this comment will have a negative impact on his professional standing within the company.</p> <p>Message "Kevin, glad you can give advice from the office; would suit you better to try and fix issues."</p>
Response	Pending response from Mark
Witness	Copies of messages sent show that Mark sent this message
Finding	Substantiated/Not Substantiated (pending response from Mark)
Breach	<p>Under the CIMIC Workplace Behaviour Policy, harassment in the workplace that is unlawful is any type of behaviour that generally:</p> <ol style="list-style-type: none"> 1. is unwelcome or unwanted by the recipient and which offends, insults, humiliates or intimidates them; <i>and</i> 2. 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. <p>The Respondent has/hasn't breached Clause 3.2 (Harassment) of the CMIC Workplace Behaviour Policy under the following circumstances:</p> <p>The Complainant was insulted and humiliated by the language used by the Respondent.</p>

Allegation 3	<p>It is alleged that on Wednesday 28th February 2024, the Respondent demeaned the complainant in a HSR meeting which the complainant was not present. Present at the meeting were all HSR's, Superintendent and Safety representatives.</p> <p>The respondent is concerned that this comment will have a negative impact on his professional standing within the company.</p> <p>Alleged comment made by the respondent was that the complainant was not capable in doing his tasks onsite.</p>
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Response	Pending response from Mark
Witness	Witness confirms statement made by the complainant.
Finding	Substantiated/Not Substantiated (pending response from Mark)
Breach	<p>Under the CIMIC Workplace Behaviour Policy, harassment in the workplace that is unlawful is any type of behaviour that generally:</p> <ol style="list-style-type: none"> 1. is unwelcome or unwanted by the recipient and which offends, insults, humiliates or intimidates them; <i>and</i> 2. 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. <p>The Respondent has/hasn't breached Clause 3.2 (Harassment) of the CMIC Workplace Behaviour Policy under the following circumstances:</p> <p>The Complainant was insulted and felt demeaned by the respondent's language and behaviour.</p>

Allegation 4	<p>It is alleged that on Thursday 29th February 2024, the Complainant saw the respondent on site and by way of greeting said 'Good Morning'.</p> <p>In response, the respondent said 'f-up idiot.'</p>
Response	Pending response from Mark
Witness	Witness confirms response made by the respondent.
Finding	Substantiated/Not Substantiated (pending response from Mark)
Breach	<p>Under the CIMIC Workplace Behaviour Policy, harassment in the workplace that is unlawful is any type of behaviour that generally:</p> <ol style="list-style-type: none"> 1. is unwelcome or unwanted by the recipient and which offends, insults, humiliates or intimidates them; <i>and</i> 2. 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. <p>The Respondent has/hasn't breached Clause 3.2 (Harassment) of the CMIC Workplace Behaviour Policy under the following circumstances:</p> <p>The Complainant was insulted and found the Respondent's language to be deeply upsetting.</p>

Allegation 5	<p>It is alleged that the Respondent's behaviour and language over the period of 23rd – 29th Feb follows a pattern of abusive behaviour directed towards the complainant. The repeated instances of the alleged harassment has created a hostile work environment for the Complainant.</p>
Response	Pending response from Mark

Witness	Witness statements taken from allegations 1 – 4 corroborate the ongoing behaviour and language used by the Respondent.
Finding	Substantiated/Not Substantiated (pending response from Mark)
Breach	<p>Under the CIMIC Workplace Behaviour Policy, bullying in the workplace occurs when:</p> <ol style="list-style-type: none"> 1. an individual or group repeatedly behaves unreasonably towards another individual or group of people at work; and 2. the behaviour creates a risk to health and/or safety (including psychological safety). <p>The Respondent has/hasn't breached Clause 3.1 (Bullying) of the CMIC Workplace Behaviour Policy under the following circumstances:</p> <p>The Complainant has experienced repeated instances of unreasonable behaviour that is negatively impacting his professional reputation and created an unwelcome work environment.</p>

1.9 Recommendations

- It is recommended that
- * to be completed pending further statements and determination of allegations.

1.10 Appendices Attached

1. Initial Complaint – Kevin Frier – Safety Advisor
2. Statement – Kevin Frier – Safety Advisor
3. Witness Statement – Shane Bradley – Superintendent
4. Witness Statement – Dylan Quinn – Safety Advisor
5. Witness Statement – Niall Bonner – Safety Coordinator
6. Witness Statement – Touly Harkotsikas – Safety Manager – To be obtained
7. Statement – Mark McKean – CPB HSR – To be obtained
8. Screenshots of messages sent via Group Chat – To be obtained
9. CIMIC Workplace Behavior Policy

From: Rasmussen, Shane [REDACTED]
Sent: Wed 09/08/2023 8:08:35 AM (UTC+10:00)
To: Watson, Nicole [REDACTED]
Subject: RE: Draft Statement
Attachment: Draft Investigation Interview Witness Statement - Shane Rasmussen.docx

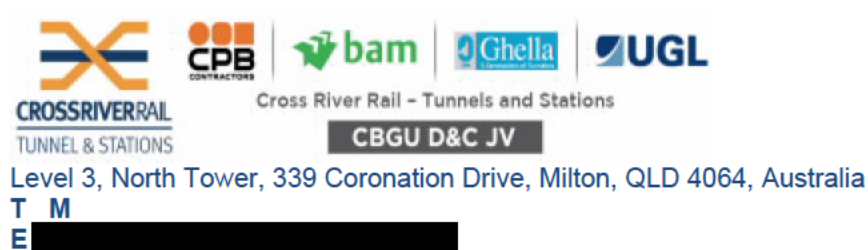
Hi Nicole

Please find attached Statement. I have corrected and clarified the points made yesterday. All my comments are in **RED** and inaccuracies have been strikethrough. If you are happy you can edit the document and save as complete.

Regards

Shane Rasmussen

Senior Electrical Supervisor



From: Watson, Nicole [REDACTED]
Sent: Tuesday, 8 August 2023 9:53 PM
To: Rasmussen, Shane [REDACTED]
Subject: Draft Statement

Hi Shane

See **attached** draft statement from today's discussion.

Can you please read over it and return it signed as soon as possible.

Let me know if you have any questions.

Kind regards,
Nicole

Regards

Nicole Watson

HR Advisor



Level 3, North Tower, 339 Coronation Drive, Milton, QLD 4064, Australia

T
E

Interview Record

INCIDENT DETAILS

Incident: Union Official Intimidation/Threats **Incident No:** _____
Project: CRR TFO -Gabba **Interview Date:** 08/08/2023

WITNESS / INVOLVED PERSONS DETAILS

Name: Shane Rasmussen **Position:** Superintendent
Project / Department: M&E Northern Portal **Company:** UGL
Shift / Crew: _____ **Supervisor:** Jamey Purvis/
Contact Details: _____ **D.O.B:** David Ryder

Describe the witnesses' skills and knowledge, that may be of relevance to the incident.
(e.g. A rigger with 16 years of experience rigging various loads, who witnessed a rigging incident)

STATEMENT

Please provide a detailed description of the incident and the events leading up to the incident

Incident Monday 7 August 2023

I've been based out at Gabba since 28 July 2023 **Wednesday 2 August 2023** doing my usual NP work **and I had temporarily** based **myself** from there.

While on site I've noticed an ETU delegate I know Aaron Self (Frosty) I think he's then told Beau Melton the ETU Official that I'm out here.

On Monday 7 August I noticed Beau Melton talking to Kelvin Maltby outside the M&E Supervisors office. Not too long after while I was sitting in the office at approximately 2.15pm Beau just walked in and said something like I'm looking for Shane Rasmussen, I know he's here – who is Shane Rasmussen. No one responded at that point and then he repeated himself and said I need to speak to Shane Rasmussen, who is Shane Rasmussen. When he was saying this Beau was at the door opposite to where I was sitting and he was looking straight at me.

I asked him what was his concern and what **he wanted to speak to Shane Rasmussen about** was his agenda. He said you're Shane Rasmussen aren't you - I need to speak to you, can you come outside.

I said I'm not going outside, if you have anything to say you can say it here in front of these people. He then repeated himself that he wants to talk to me outside and again I told him I was not moving and he can say what he wants to say in this office.

At this time I had no idea who he was but I just knew he was a black hat. I have heard of Beau before but I didn't know who he was to look at him.

Once I said I'm not going outside he became more aggressive and he wanted to know who was running or **had** organised the distribution board lifts at the NP a couple of weeks back. I advised that the activity was completed by the temp services crew. I said we had men there assisting and scaffolders installing scaffold and guys doing compliance. I said we weren't lifting the boards, that was another crew.

From that he said you have breached safety regulations and put the safety of the workers at jeopardy and

breached the work health and safety act. He said this is a serious concern and your hands are all over this. The fact he said this I believe the information can have only come from a couple of sources one being Rob Weschler or the other Christopher Lynch.

Pete Bennett then injected and said something like you've come into this office - who are you and what's your name. Beau then said to Peter, no who are you and what's your name. Pete responded **I am me, my name is me.** Beau then response back again that his name is also me. After that he stated to Peter Bennett that he's a smart arse.

After that I said look you've come into this office please let us know who you are and we'll go from there. He refused to say who he was. His response was you've obviously not been to any pre-starts otherwise you'd know who I am. He said are you saying you've been on site and not gone to any of the pre-starts - I have been facilitating the pre-starts for the last week. Pete then said we're office staff and we haven't been attending the pre-starts. He then said I expect you guys to turn up tomorrow and we can sort it out then. As he was saying this he was still standing **at the door to the office** and was pointing his finger, and **his** voice was loudly projected and he seemed very annoyed and agitated. While he was standing at the door I was still sitting at the desk directly in front **and** facing him.

There were a few in the room and we were all staying pretty calm and everyone kept their voice level **calm and to a monotone** and mono-toned. As he went on his voice got irate and aggressive and we just maintained our professionalism. After that he removed himself from the office. We all concluded that we needed to remove ourselves **from the Office and the Gabba site** as well due to concerns of our safety again.

We devised a plan to get to our vehicles safely. Ren or Tony C went with Algena to get her to her bus and Ryan and I went to our bikes together as we were parked in the same spot. Pete Bennett went with Peter Holmes and Brad Bourne. Once I got home I spoke with David Rider about the altercation and Branko and Jamey and all 3 of them agreed they couldn't see a foreseeable way of returning back to site in this current climate.

Safety concerns

From a safety perspective not feeling real good. I didn't sleep at all last night. I just came in today to discuss the situation and do what I can but its' starting to take it's toll on my mental health. Prior to this point I thought it was site related but now there's a clear indication I am targeted, both myself, Peter Bennett and Peter Cullen are targets at the moment. It doesn't matter where we are, we're getting singled out.

For me I think there should have been some recognition initially and close of the incident that occurred at NP 2 weeks ago. This is why we're in the position we're in. **I believe this meeting is the start of that process and is what we are doing during this discussion** which and what I think we're doing now but that incident occurred nearly 2 weeks ago and it should have been **commenced and** dealt with back then.

That incident was the day after the Boggo incident and the CFMEU accompanied by 2 x ETU organisers stormed the gates at NP for the night shift **commencing Wednesday night 26 July 2023**. They were displaying aggressive, **intimidating**, bullying and harassing behaviour directed towards me. I was advised by one CFMEU organiser (Van Hoff) who was standing a foot away from my face that he knows who I am, he knows my bike, he knows my registration number and that he was coming after me. Tony Cooper was there that night and Andrew Smith may have heard it as well. I believe they were there as a direct result of the project's email that went out which I wasn't aware of at the time because I was in meetings for most of the day. The organisers were saying things like - why are you consulting with workers - why are the workers going back to work - why are you forcing guys to work.

Rectifications

Until we can work out this **these** issues with the Unions, **and the Unions are** being allowed on site and directly addressing pre-starts, I don't if I can feel safe to go on site. I feel safe to work from Milton at this point in time but query whether the police need to know about this, given the **seriousness of the** threats they've made against me and everyone else who was threatened at NP that day. They told **everyone at the Northern Portal that** us we've got all your number plates. At that time it was more directed to all of **everyone on** site even though they said they were coming from **for** me, but now since I've moved sites and they're still singling me out I feel it's definitely targeted at me, Peter Bennett and Peter Cullen.

To go back to site I would need some sort of decent reassurance from the organisers to let bygones be bygones. **The assurances received from the Union Officials in my opinion can not be relied upon. I also feel that the Project need to provide some recommendations and control measures to ensure that a safe place of work can be maintained. In my opinion the reason that I am being targeted is due to the fact that the Union Officials targeted the Northern Portal previously and as they did not succeed in that instance that they have been waiting for a chance to redeem themselves and are using the current situation and the incident at Boggo Road as another chance to target myself and will not stop until they have achieved their goal which is to get me removed from site. feel they didn't win the last round at NP so that's why I'm being targeted.**

Note anything unusual you observed prior to or during the incident (sights, sounds, smells, etc):

Kelvin Maltby talking to Beau prior to entering the site.

What was your role in the incident sequence?

Inappropriately addressed by Union Official in M&E Supervisor's office at Gabba

What conditions influenced the incident (weather, time of day, equipment malfunctions, etc)?

Previous work and confrontations at NP

Did anyone influence the incident (actions, emergency response, etc), if so, how?

ETU Official instigated aggressive behaviour

How do you think the incident could have been prevented?

Union Officials not being allowed in Supervisors office on site

Please list other possible witnesses:

Peter Bennett, Peter Holmes, Ryan Farrell, Brad Bourne, Renata Hura, Tony Cooper, Greg Pike, Algena Kaziu

Additional comments/observations:

I declare that the above statement is true and accurate.

Witness Name: Shane Rasmussen **Date:** 08/08/2023

Signature: 

Interviewer: Nicole Watson **Date:** 08/08/2023

Signature: _____

From: Rasmussen, Shane [REDACTED]
Sent: Monday, 31 July 2023 2:12 PM
To: Purvis, Jamey [REDACTED]
Subject: Northern Portal Union Involvement

Good afternoon Jamey

I would like to reiterate my concerns after last week when the CFMEU and the ETU Organisers attended the Northern Portal site on Wednesday evening 26 July, Thursday morning 27 July and Friday morning 28 July.

I would like to inform Upper Management that the Project Message released on Wednesday afternoon 26 July had serious implications to all White Collar Workers still working in the office on Wednesday night 26 July. The White Collar Office staff were not aware at this point that the Project Communication had been released as all Office Staff were in meetings and attempting to prepare for the anticipated restart the following day. The project message was received by Union Organisers and shortly after this message was released the Northern Portal was engulfed by a minimum of eight (8) CFMEU and two (2) ETU Union Organisers that exhibited abusive and very aggressive behaviour. The CFMEU Union Organisers had made repeated threats to the White Collar Staff and myself on numerous occasions and in particular stated that they were coming for me. The Union Organisers had barricaded the Northern Portal front gates and prevented vehicles leaving or entering. This conduct continued for approximately an hour to which I was able to persuade the Union Organisers to leave the Northern Portal on the premise that the Night Shift Blue Collar workers, that turned up to site, would not be working that shift. At that point in time all remaining White Collar Staff locked up all Plant and the Northern Portal Facilities and closed and locked the compound gates behind them. It was expected that the CFMEU and ETU Union Organisers would be present on site again the next morning.

On the morning of Thursday 27 July, the Northern Portal site was visited by a minimum of eight (8) CFMEU and two (2) ETU Union Organisers that barricaded the Northern Portal front gates and prevented the Dayshift Operators from entering site. The Union Organisers had left the Northern Portal main gate area by approximately 7:30am. Ben Loakes (IR) and Jayce Emmerton (AWU Union Delegate) were in attendance which I believed assisted with reducing the time the Union Organisers remained at the main gate and also due to the fact that the Dayshift Operators (AWU Members) agreed to leave site and conduct no work for that shift.

On the morning of Friday 28 July, the Northern Portal site was visited again by a minimum of eight (8) CFMEU, two (2) ETU Union Organisers and two (2) ETU Union Delegates that barricaded the Northern Portal front gates. The Union Organisers had also chained and locked the main and personal access gates to the front of the site. Ben Loakes (IR) and Jayce Emmerton (AWU Union Delegate) were again in attendance and the Union Organisers had left the Northern Portal main gate area by approximately 10:30am.

All White Collar Office Staff were only able to enter site via the rear gate which was kept locked and only opened to allow staff inside. Occasionally the CFMEU Union Organisers would loiter around the rear entrance gate. On one occasion a loud whack was heard, and I went out to investigate what had caused the alarming noise and four (4) CFMEU Union Organisers were hanging suspiciously around the rear gate entrance. The CFMEU Union Organisers are familiar with and know how I get to and from work and what my personal transport looks like. The loud whack was heard in the vicinity of where I had parked my

personal vehicle, after seeing the four (4) CFMEU Union Organisers within this area and it is my belief that a large object had been thrown at my personal vehicle and I quickly relocated the vehicle so as the four (4) CFMEU Union Organisers could not see or determine the location of this vehicle.

At approximately 8:46am I contacted Jayce Emmerton (AWU Union Delegate) to obtain an update on the Union Organisers activity and if the Union Organisers had dissipated. He informed me that two (2) of the CFMEU Union Organisers with balaclava's had crept up behind him at around 6:30am and in no certain terms told him that he should leave. Jayce had also advised at this time that he had been made aware that some of the CFMEU Union Organisers had been carrying knives and firearms.

As you are aware we had a short meeting later on Friday where I informed you of the actions of the Union Organisers, the history of the previous events and my concerns for the Office Staff's and particularly my own safety.

Further to these concerns I would like the company to provide information on how the Project can manage the workplace and provide all project employees a Safe, Bullying, Harassment and Discriminatory free workplace. After the recent events and the behaviour exhibited by the Union Organisers I believe that they have contravened the following:

- Anti-Discrimination Act 1991 (Qld) (AD Act)
- Criminal Code Act 1899 (Qld) (Criminal Code)
- Managing the Risk of Psychosocial Hazards at Work - Code of Practice 2022
- Human Rights Act 2019 (Qld) (HR Act)

And the company has a duty of care to provide support and safe workplace under the following:

- Anti-Discrimination Act 1991 (Qld) (AD Act)
- Industrial Relations Act 2016 (Qld) (IR Act)
- Fair Work Act 2009 (Cth) (FW Act)
- Human Rights Act 2019 (Qld) (HR Act)
- Criminal Code Act 1899 (Qld) (Criminal Code)
- Managing the Risk of Psychosocial Hazards at Work - Code of Practice 2022

Regards

Shane Rasmussen

Senior Electrical Supervisor



Level 3, North Tower, 339 Coronation Drive, Milton, QLD 4064, Australia

T M

E [REDACTED]

From: Bennett, Peter
Sent: Wednesday, 9 August 2023 8:13 AM
To: Watson, Nicole; Ryder, David
Cc: Purvis, Jamey
Subject: RE: Witness Statements
Attachments: Investigation Interview Witness Statement - Peter Bennett & Nichole Watson 8.8.2023.docx; Peter Bennett Investigation Interview Witness Statement 7.8.2023.docx; Union Intimidation and threats NP

Sensitivity: Private

Hi Nichole/Dave,

See attached amended Witness Statement from Yesterdays discussion with You .

Also see additional Witness statements and email that tie these threats of violence and intimidation together as a personally targeted approach to Shane Rasmussen ,Peter Cullen and Me.

Could you please advise on the course of action that will be taken by CRR to ensure my safety is protected whilst at work.

Regards

Peter Bennett
Senior Supervisor



Level 3, North Tower, 339 Coronation Drive, Milton, QLD 4064, Australia

T [REDACTED] M [REDACTED]
E [REDACTED]

From: Watson, Nicole [REDACTED]
Sent: Tuesday, 8 August 2023 4:02 PM
To: Bennett, Peter [REDACTED]
Subject: Statements
Sensitivity: Private

Hi Peter
See attached statement taken today. Please feel free to add anything you may have forgotten to add in and can you then send it back signed as soon as possible.
I have also attached your other one as you sent it to me signed.
Thanks
Nicole.

Regards

Nicole Watson
HR Advisor

Level 3, North Tower, 339 Coronation Drive, Milton, QLD 4064, Australia

T + [REDACTED]
E [REDACTED]

Interview Record

INCIDENT DETAILS

Incident: Altercations/Threats/Intimidation with Union Official **Incident No:** _____
Project: CRR **Interview Date:** 8 August 2023

WITNESS / INVOLVED PERSONS DETAILS

Name: Peter Bennett **Position:** Senior Elec Supervisor
Project / Department: M&E **Company:** UGL
Shift / Crew: Northern Portal **Supervisor:** Shane Rasmussen
Contact Details: ██████████ **D.O.B:** ██████████

STATEMENT

Please provide a detailed description of the incident and the events leading up to the incident

Monday 7 August 2023 Incident – Gabba

The build up to yesterday was about work being conducted on the weekend and the Global Tunnel Electrical team were to move temporary distribution boards up in the NP and Roma tunnels Saturday 2 weeks ago. They did it and did it well, but the emergency lightening didn't last to plan. But there's another investigation going ahead with that but from the Union's point of view they put worker in high risk because they're no evacuation plan and everyone's at risk.

ETU Official Beau Malone was at Gabba talking with Kelvin Maltby. As soon as they finished talking, he busts into the M&E supervisors office and then ended up going on a rant to Shane Rasmussen as per my previous statement and recording of the incident.

I think Kelvin's got his nose out of joint because Mark Brownley who was managing the team doing the work being conducted was doing so without a current work pack. The one they were using was a TBM one. Mark Brownley and Kelvin Maltby are very tight, and I think they're worried they were about to be found out so he threw Shane under the bus.

Friday 4 August 2023 Incident - Northern Portal

Last week sent an email to Jamey Purvis and I believe he's discussed the contents with others. My email was raising concerns about threats and personal violence that's been directed towards me and Shane on multiple occasions. Last week was the final straw when we had some Union members show up at the Northern Portal wearing balaclavas and being intimidating at the gate. They were taunting us to come outside. We had no IR representation out there so had no one to help us.

Last Friday 4 August at about 5am I went to walk through the a group at Northern Portal out the front of the gates **Locking them with Chains and Locks**. Jason Emerton (HSR/Union Delo AWU) was there with a group of 20-30 people **in a picket line including** some with balaclava's some not. Jason said don't go that way use the back gate. So I turned around and went in the back and that's how we got on site. We got a few engineers to come in that way too. The Union organisers then worked out we were using the back gate and they started shouting threats about knowing number our plates while we were getting people into site. This was about 7.30am and then a bit after 8am the started throwing rocks at Shane's bike and my car. Shane then got a phone call from Jason

Emerton to say he'd been approached by some CFMEU guys and basically threatened if he doesn't sign onto the CFMEU EBA they were going to bash him and that's when they showed him their weapons they were carrying which were knives, guns and bats. **They had also confirmed with him that they mean business and if Shane and I aren't going to take this stand down seriously by continuing to work there is going to be bloodshed.** He knows a few different CFMEU persons there and that they're affiliated with bikie gangs and so informed Shane and I that these people mean business and suggested we get off site. We then called Jamey and said you need to listen to this and then we jumped into a meeting room and rang Jason and asked him to repeat himself to Jamey. Jason told him what he saw **and said to Shane and i** and then Jamey made a call to lock site down. We got all the food out of the cribs, locked down the toilets **and turned all generators off** and locked everything up. We left at about 10.35am and we all went home pretty shook up including some of the young engineers **including us** who were fearful of their lives.

Prior to that the Union officials were taunting us asking us to come out the gate and said we've got everyone's licence plate and said if anyone comes through the gate, we will be visiting them at their home to make sure they understand they're not to work at CRR. Then there was a direct threat to me and Shane. They were pointing at me and Shane saying we personally have your number plates, and we know where you live and we've got everyone's number plate that's working here right now. This was happening all week Wed, Thurs, Friday last week. They also locked our gates, pushed one of the RIS supervisors who was trying to open the gates **on Thursday.**

Also, on Wednesday 26 July the day after the incident at Boggo the CFMEU stood up at the Rally and specifically mentioned Shane's name and said something like Shane sends workers back to work in a dangerous and unfit state.

I feel the Unions are gunning for me, Pete C and Shane R. Basically I have concerns about my safety at work and the fact no one is doing anything about the threats and the intimidation that's been happening to us. It's been well known for about 4-5 weeks now that the ETU are targeting me, Shane and Peter C. **This had been said to Ben Loaks IR and had been mentioned to Jamey in previous discussions with the ETU and himself. Jamey had advised that he had informed senior management and IR Terry Prior of these Threats.** Now it's not the ETU anymore it's the CFMEU as well because they're the ones they were out there on Friday and at the rally.

The project needs to do something urgently to ensure the safety of their workers. At this point time the **Union are coming onsite with no right of entry no display of their federal cards walking into offices abusing White collar staff, threatening any persons in the AWU to sign up to the CMFEU or else. These Threats of intimidation and Violence are unlawful and are in breach of the OH&S act (providing a safe place of work). These are reportable incident to Work cover including extremely serious and Investigable with Health and safety department as these are categorised as an INCIDENT - High Potential 1**

Self-Safety Concerns

I Feel mentally ok **Now** but have grave concerns about the level of intimidation and violence they're bringing to site. **I feel that I need a high level of OH&S/HR/IR protection from CBGUJV to ensure I can conduct my work in a safe and protected environment – This is** not just for me but for everyone **Working on the project.** There's a perception that there's no protection. These people come in and verbally strip someone down **and** we've just got to suck it up. There's got to be some sort of **Law/Act/procedure/Policy** in place that stops people like these union **Officials** coming on site unlawfully acting unlawfully attacking people with insults and threats of physical violence and trapping people in our workplace.

Some of the younger staff are shitting themselves that they've never seen this kind of behaviour before. We're advising them **to go home, or** we will walk them to their cars if they don't feel safe but **this is not our roles,** we're only Supervisors. This shouldn't come from us **this should come from an IR Advisors/representative that has experience in this level of threats and intimidation. We should be having Safety/IR/Line Manager/Directors implementing safety Barriers and Strategies Policies protecting White collar and blue from these unlaw full and**

confronting issues, this could be as simple as being directed to stand aside and let the IR team take the lead to ensure our people are not exposed to any unlawful breaches of Law/Act/procedures/Policys. It should be coming from the IR/HSE/Project Director to send out emails or directives on how to deal with these people in the current situation of standdown. We should be able to make one phone call to Terry and say they've locked us in at NP and he says no worries I'll call the police and be out there to support your team with advice immediately stand by. **That's the level of support needed. It says this in our one HSE framework that Managers will provide support-Take personal action. These are Behaviours and cultures driven by the project but not followed through.**

I mean they're locking QR rail doors which is illegal, and that property is QR Land, they're trespassing. This is while they threaten people at the front gate that they're going to follow them home if they present to work or try and go to work.

We have an IR team of advisors that are there to support and advise the project team, so they should be there to support and tack the lead with us on what we should be doing either part time onsite or full time. They should Not remove themselves completely from the project and let us deal with it on our own. On a health and safety aspect this is a HIGH POTENTIAL Level 1 – it's a reportable incident to the authorities and work cover Has this been done?. This information has to go to the Commission as these are physical threats to people trying to work on CRR.

Nicole- What would you Like us to Do?

Peter- This is not up to me to provide a safe place of work or come up with a solution to deal with these threats of Intimidation and violence, this is extremely serious and requires immediate intervention from the CRR to ensure Shane Rasmussen, Peter Cullun and I are safe to come to work .

Currently we cannot work anywhere near site as there is a High level of risk to our safety and has the potential for serious injury including death.

I think the authorities need to be informed of these incidents.

The regulator needs to be advised (workplace health and safety)

IR/SAFETY/HR need to formulate a strategy on how to address the Threats of intimidation and violence.

I think we need to have police presence as a start on the gates.

We also need a lot more IR support onsite. There are people that are trained to deal with these confrontations and they need to come out to site – be that Terry or Chris Butler. For example on M5 we had all Unions and all Supervision in one room and said right what do you want to do – and it was thrashed out. I'm not seeing anything like that on this project.

We're the supervision on site and we're not told why these union officials are running prestarts ATM , they're driving the job, they're telling us what to do. Where's our people and culture, where's our One HSE. At the moment the Unions don't even have to show their right of entries cards anymore – they are there illegally. All the workforce and supervisors want to know is what's going on.

What was your role in the incident sequence?

Senior Electrical Supervisor at Northern Portal and was working at Gabba at the time.

What conditions influenced the incident (weather, time of day, equipment malfunctions, etc)?

Union ETU Targeting Shane Rasmussen, Peter Cullun and Myself

Did anyone influence the incident (actions, emergency response, etc), if so how?

Black Hat Person was the Aggressor

How do you think the incident could have been prevented?

By having IR representatives escorting these officials around to ensure they cannot conduct themselves in this way.

Please list other possible witnesses:

Peter Holmes (Senior Supervisor), Ryan Farrell (Senior Electrical supervisor), Brad Bourne (Elec Supervisor), Ren Hura (Mech Supervisor), Tony Cooper (Logistics Supervisor), Greg Pike (Logistics Supervisor),

Additional comments/observations:

I believe Kelvin Maltby has talked to the Black hat person and has informed him of some wrong information that has caused this person to act the way he has.

I declare that the above statement is true and accurate.

Witness Name: Peter Bennett

Date: 08/08/2023

Signature: _____

Interviewer: Nicole Watson

Date: 08/08/03

Signature: _____

Interview Record

INCIDENT DETAILS

Incident: Union Official Intimidation/Threats **Incident No:** _____
Project: CRR TFO -Gabba **Interview Date:** 08/08/2023

WITNESS / INVOLVED PERSONS DETAILS

Name: Peter Bennett **Position:** Senior Elec Supervisor
Project / Department: TFO North **Company:** UGL
Shift / Crew: Dayshift **Supervisor:** Jamey Purvis/
David Ryder
Contact Details: [REDACTED] **D.O.B:** [REDACTED]

Describe the witnesses skills and knowledge, that may be of relevance to the incident
(e.g. A rigger with 16 years of experience rigging various loads, who witnessed a rigging incident)

Skills	Knowledge
20+ years Project supervision/Management experience	Electrical Trade Licence Large Construction Project execution

STATEMENT

Please provide a detailed description of the incident and the events leading up to the incident

On Monday 7.8.2023 at 2.27pm at the Cross-river Rail Gabba site in the M&E Tunnel Fit Out office. A Person with a Black Hat and ETU jumper on entered the Office and asked who was Shane Rasmussen. After several request to find out who Shane was, he assumed who Shane was (this was Shane Rasmussen) and proceeded tell Shane that he has committed a breach in safety principles in relation to being a manager of workers that have committed serious breaches to workers safety when weekend works were conducted at the Northern portal on Saturday two weeks ago. This person pointed his finger at Shane several times and threatened him with accusations of major safety breaches and in adequate leadership. " your hands are all over this "

I had decided to tap record the incident on my phone as the presence of this individual was very threatening and Intimidating which was of major concern to me as the following people were present in the room- Peter Holms (senior Mech supervisor), Ryan Farrel (senior Elec supervisor), Brad Bourne (Elec Supervisor),Ren Hura (mech Supervisor) ,Tony Cooper (logistics Supervisor) ,Greg Pike (logistics Supervisor), Algeena (Graduate engineer).

I asked the Gentleman for his name, and he did not respond but asked me mine in responce , I said me. He proceeded to call me a smart arse and I requested to try and request his name as we all did not know who he was. He said if I would come to the pre-starts, I would know who he was. He asked me why I was not at pre-start, and I advised that I was office staff. This person then told me to come to pre-start tomorrow and we will find out what happens .I took this as a threat to turn up as he is advising that he is running the pre-start and that everyone onsite should report to his prestart.

We decide to pack up and leave site and companion Algeena, Shane and myself to our cars for safe exit from site.

Note anything unusual you observed prior to or during the incident (sights, sounds, smells, etc):

Kelvin Maltby (Temp Electrical Supervisor) was talking to the person with the Black hat outside prior to entering the Office-Shane Rasmussen and Brad Bourne confirmed

What was your role in the incident sequence?

Intervened the Conversation to Shane from the Black hat person. Requested Aggressor to identify himself.

What conditions influenced the incident (weather, time of day, equipment malfunctions, etc)?

Union ETU Targeting Shane Rasmussen and Myself

Did anyone influence the incident (actions, emergency response, etc), if so how?

Black Hat Person was the Aggressor

How do you think the incident could have been prevented?

By having IR representatives escorting these officials around to ensure they cannot conduct themselves in this way.

Please list other possible witnesses:

- Peter Holms (senior Mech supervisor), Ryan Farrel (senior Elec supervisor), Brad Bourne (Elec Supervisor), Ren Hura (mech Supervisor) , Tony Cooper (logistics Supervisor) , Greg Pike (logistics Supervisor),

Additional comments/observations:

I believe Kelvin Maltby has talked to the Black hat person and has informed him of some wrong information that has caused this person to act the way he has.

I declare that the above statement is true and accurate.

Witness Name: Peter Bennett

Date: 08/08/2023

Signature:



Interviewer:
Signature:

Date: _____

From: Bennett, Peter <[REDACTED]>
<[REDACTED]>
Sent: Tuesday, 1 August 2023 11:01 AM
To: Purvis, Jamey
Cc: Rasmussen, Shane; Cullen, Peter
Subject: Union Intimidation and threats NP

Good Afternoon ,

I thought I would send a follow up email requesting Company assistance with the below situations of union intimidation, threats and accusations at me at the northern portal.

On Wednesday 5th July a HSR Committee meeting was undertaken .The code of conduct and difference of opinion was raised in relation to actions conducted with Union Delegate Rob welsher and Peter Cullen on Tuesday 4th July .

The ETU (chris lynch) was immediately contacted and came out to site and held discussions with Jamey Purvis .

I was Requested to have a meeting with Jamey Purvis and Shane Rasmussen-I was asked to explain the events that transpired at the HSR Committee meeting .I was requested to leave site (stood down) and work from home – Jamey explain that this was just to cool the situation down and is not on recorded with HR as a reprimand but in the ETU eyes it is the resolution they wanted .The ETU had advised that they are gunning for Peter Cullen, Shane Rasmussen and me to be removed from the job.I accepted the decisions but was not told of the accusation and reminded the both that I will be on holidays from 10/07/23 till 24/07/2023.

I returned to site on Monday 24/07/23 and was requested to present to Milton for discussions with HR and Josh Sims .I asked what was the reason for the Meeting and I was told by HR Nicola that there was an accusation of bullying , intimidation and harassment to Rob Welsher at the HSR Committee meeting on Wednesday 5th July.I was advised to fillout a witness statement and wait for the investigation to find the outcome. I was asked to have a meeting with Josh sims and Nicola (HR) that I was cleared of any wrong doing and requested by Josh Sims to undergo some coaching and mentoring by Terry Prior as positive out comes from the investigation.

I returned to full duties onsite (northern portal) Tuesday 25/7/23 and unfortunately heard of the Major Incident that happened at the Bogor rd site.

Wednesday 26/7/2023 5:30am I was greeted by 2 x CFMEU official onsite at Pre-start area advising Shane Rasmussen and I that “ No one will be going to work today “.All Blue collar left site by 6am .No one signed on .

Thursday 27/7/2023- 5:30am Greeted at the NP Front gates by 25-35 CFMEU/ETU officials and persons picketing the Front gates. Chains and locks where placed on these CBGUJV gates and no one was allowed to enter site due to the intimidating actions and words from the union officials. I managed to open the back gate and allow some whit collar workers through to conduct work. Throughout the day there was CFMEU/ETU yelling over the fence “your going to have blood on your hands” Rocks where thrown over the fence by CFMEU/ETU targeting Shanes Bike and my car and office shed walls.

Friday 28/7/23 -5:30am Greeted at the NP Front gates by 25-35 CFMEU/ETU officials and persons picketing the Front gates. Chains and locks where placed on these CBGUJV gates and no one was allowed to enter site due to the intimidating actions and words from the union officials. CFMEU Union officials had communicated to Jayce Emerton (AMWU Delo) out the front of site , that there's going to be blood shed if we (Shane and I) allow people to work . They advised that they have

have all the number plates of persons onsite especially Shane Rasmussen and Peter Bennett and have no issues following these people home to help them understand what we want.

Jayce Emerton (AMWU Delo) also advised that there are people at the gates with balaclavas on and these persons are carrying weapons -bats/knives/hand gun.

Shane and I requested a meeting with Jamie Purvis and phoned Jayce Emerton to confirm the threats and intimidation being pushed by the CFMEU/ETU. Jamie Purvis advised everyone to leave site immediately and that he will call and advise on weather to come to work or work from home .

Jamey advised Shane and I to work from home until advised otherwise.

I have major concerns for the safety of myself Shane Rasmussen and peter Cullen at the CRR worksites. These threats to life are very serious to the health and safety of Us.I would like to understand the level of protection that CBGUJV are going to take to ensure I have a safe place of work. Have the local law enforcement agencies been informed. Has WPH&S been informed of these serious threats to us on site ?.

Regards

Regards

Peter Bennett

Senior Supervisor



Level 3, North Tower, 339 Coronation Drive, Milton, QLD 4064, Australia

T [REDACTED] M
E [REDACTED]