

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

WITNESS STATEMENT OF JOSEPH PAUL WALLACE

I, Joseph Paul Wallace, Managing Director, Multhana Property Services Pty Ltd, 3/26 Brandl St, Eight Mile Plains in the state of Queensland, affirm:

Background

1. I make this statement in response to a notice issued by Stuart John Wood AM KC, the Commissioner appointed pursuant to the *Commissions of Inquiry Order (No. 2) 2025*.
2. Attached to this statement is a bundle of documents (**Bundle**). I refer to relevant documents by reference to the annexure number and the page number of that Bundle.
3. I am the Managing Director and majority owner of Multhana Property Services Pty Ltd (**Multhana**). I have held the position of Managing Director since July 2017.
4. I hold the following qualifications:
 - a. Bachelor of Education (Aboriginal Studies and Community Management), University of Technology Sydney, completed in 2002;
 - b. Master of Arts (Indigenous Social Policy), University of Technology Sydney, completed in 2004;
 - c. Diploma of Business (Frontline Management); and
 - d. Certificate IV in Training and Assessment.
5. Before joining Multhana, I held roles in government and Indigenous community development, including:
 - a. Project Manager, Department of Families, Housing, Community Services and Indigenous Affairs, from approximately 1990 to 1995;
 - b. a role in the Indigenous Housing Homelessness Statewide Program within the Queensland Department of Indigenous Housing, from approximately 1996 to 2000; and
 - c. a role in the Aboriginal and Torres Strait Islander Cultural Practice Program within Queensland Health, from approximately 2000 to 2003.
6. As Managing Director of Multhana, I am responsible for the strategic direction of the company, oversight of its operations, commercial decisions and contract management, workforce strategy, employment and industrial relations matters, and engagement with clients, contractors and government entities.
7. In relation to major contracts, including the Cross River Rail Project (**Project**), I maintained high-level oversight and became involved when operational, workforce, industrial or commercial issues were escalated. Day-to-day site operations were managed by Multhana managers and supervisors.

1 of 8 Pages JW
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8. Some managers and supervisors who reported to me were Rod Knight, Darren Prince and Campbell Gibson. On the Project, Mr Knight was responsible for the Roma Street Precinct, Hershall Street site, Northern Portal, Kent Street Southern Portal and Boggo Road Precinct, and Mr Prince was responsible for the Albert Street Precinct and Woolloongabba Precinct.

Multhana Property Services

9. Multhana is a Queensland-based, Indigenous-owned business whose purpose is to create training and employment opportunities for Aboriginal and Torres Strait Islander people in the Queensland landscaping, construction and building maintenance, and cleaning industry.
10. I founded Multhana in 2017. Multhana seeks to achieve social and employment outcomes through its operations. Its workforce includes a significant proportion of First Nations employees and people who have experienced disadvantage or barriers to employment.
11. The regularity of work and income is particularly important to many Multhana employees. Interruptions to shifts can therefore have a significant effect on employees and their families.

Relationship with unions

12. Historically, Multhana sought to maintain professional and cooperative relationships with unions. Before the matters described below, union involvement in Multhana's operations was limited and did not materially interfere with Multhana's management of its workforce or delivery of services. Prior to 2023, no union had sought to represent Multhana employees. Further, no union had sought an enterprise agreement or raised award issues.
13. During the relevant period on the Project, the extent of CFMEU involvement with Multhana and its employees increased significantly, resulting in direct and indirect impacts on our employees and business operations.

Multhana's work on the Project

14. Multhana was engaged to provide cleaning services on the Tunnel, Stations and Development works of the Project. The CBGU Design and Construction Joint Venture (CBGU) was the principal contractor.
15. Multhana commenced work at the Boggo Road Precinct in approximately November 2019. From approximately February 2020, Multhana also performed services at:
 - a. the Kent Street Southern Portal;
 - b. 43 Herschel Street;
 - c. the Northern Portal at Gregory Terrace;
 - d. Albert Street Precinct;
 - e. Roma Street Precinct; and
 - f. Woolloongabba Precinct.

16. Multhana's services included:
 - a. sweeping and mopping offices, demountable buildings and site offices;
 - b. cleaning crib rooms, lunchrooms and kitchens;
 - c. cleaning bathrooms, amenities and portable toilets;
 - d. replacing consumables;
 - e. cleaning portable toilets located within active construction areas and tunnels; and
 - f. cleaning common areas used by Project personnel.
17. A letter signed by me, dated 15 January 2024, recorded Multhana's subcontract and the cleaning services it performed on the Project. A copy of that letter is **Annexure JPW-1, page 2**.
18. Most sites were serviced daily from Monday to Friday. Weekend cleaning was undertaken when required by Project activities and CBGU.
19. The approximate number of Multhana employees attending each site on a usual day varied over time, but was generally:
 - a. Boggo Road Precinct — one to four employees;
 - b. Kent Street Southern Portal — one to four employees;
 - c. 43 Herschel Street — one to three employees;
 - d. Northern Portal — approximately two employees;
 - e. Albert Street Precinct — approximately six to 12 employees;
 - f. Roma Street Precinct — approximately six to 12 employees; and
 - g. Woolloongabba Precinct — approximately one to 12 employees.
20. The number of workers varied due to requirements of the site, namely what work was being undertaken. If the workforce on site increased, so would the requirement for cleaning.
21. At the time, approximately 85% of employees were casual employees and approximately 15% of employees were permanent employees.
22. The Project was a significant contract for Multhana and required the company to maintain a substantial workforce and management presence across several sites.

Industrial instrument and CFMEU concerns

23. Multhana did not have an enterprise agreement covering its cleaning employees on the Project. It employed and paid those employees under the *Cleaning Services Award 2020* (MA000022) (**Cleaning Services Award**).

24. From approximately late 2023 until late 2024, CFMEU representatives raised concerns about Multhana's use of the Cleaning Services Award. The CFMEU position, as it was communicated to Multhana or its employees, was that:
- the Cleaning Services Award did not appropriately cover cleaning work performed on a construction project;
 - Multhana employees should receive substantially higher rates and conditions under an enterprise agreement; and
 - Multhana should negotiate and enter an enterprise agreement with the CFMEU.
25. The CFMEU representatives known to me in connection with these matters included Dean Mattas, Mark McKean and an Indigenous CFMEU representative known as Cody Budgeon. I was not able to identify every official or delegate who interacted with Multhana employees.
26. Multhana sought independent industrial relations and legal advice about the applicable industrial instrument.
27. Multhana obtained written advice dated 17 January 2024 from an adviser with extensive experience advising employers in the cleaning industry. The advice was that cleaning performed by Multhana employees remained covered by the Cleaning Services Award, including where the cleaning occurred within a construction site, and that the *Building and Construction General On-site Award 2020* did not contain a relevant classification for cleaning as a stand-alone task. The adviser also warned that, notwithstanding the legal position, a construction union might seek to advance its position by industrial pressure rather than by determination of the award coverage issue. A redacted copy of the advice is **Annexure JPW-2, page 3**.
28. Multhana provided its position about award coverage to CBGU. I was also informed by CBGU representatives that Multhana would not be removed from the Project merely because it did not have a CFMEU enterprise agreement.

Pressure on Multhana employees

29. Between approximately mid-2023 and the end of 2024, Multhana employees reported that CFMEU representatives approached them about joining the CFMEU. Employees reported being told, in substance, that:
- they would receive significantly higher rates of pay and improved conditions if Multhana entered an enterprise agreement with the CFMEU;
 - Multhana would not remain on the Project because it did not have a CFMEU enterprise agreement;
 - their jobs were at risk; and
 - joining the CFMEU was necessary to obtain or protect the benefits being promoted.
30. Some employees told Multhana management that they joined and paid union membership fees because they perceived pressure to do so rather than because they had made a free and informed choice. By the end of the relevant period, all Multhana

employees working on the Project had become CFMEU members, to the best of my knowledge.

31. To my knowledge, there were no reports to me of direct threats or physical intimidation towards Multhana employees. However, the overall environment created indirect pressure, uncertainty, and disruption. The cumulative impact of these conditions was significant for both employees and the business.

Interference with management communications

32. Multhana held meetings with employees, on site, about workplace concerns, award coverage, employment conditions, rostering, site access and industrial relations matters.
33. On some occasions, CFMEU delegates attended those meetings and declined requests to leave. This prevented Multhana management from speaking privately with its employees.
34. The delegates commonly raised questions or challenges concerning award coverage and allowances. Some employees appeared reluctant to speak openly in the delegates' presence because they did not wish to be singled out.
35. The CFMEU delegates would circulate statements among employees that Multhana would lose its contract, workers would lose their jobs and Multhana was using the wrong industrial instrument. Multhana considered those statements inaccurate for the reasons explained above.

January and February 2024 access restrictions

36. The most significant initial period of disruption occurred from approximately December 2023 into the first half of 2024. Multhana employees were, on occasions, prevented or discouraged from accessing locations necessary to perform their cleaning duties.
37. The restrictions included:
 - a. site gates being chained or inaccessible during industrial activity;
 - b. picket lines affecting entry;
 - c. employees being told that they were not permitted to enter areas requiring personal protective equipment (**PPE**); and
 - d. employees being prevented from cleaning portable toilets located in construction areas and tunnels.
38. At times, CPB supervisors escorted Multhana employees into construction areas so that cleaning could be completed. At some sites, alternative arrangements were made to move toilets to locations where they could be cleaned to circumvent the access restrictions created by the CFMEU.

Report for week ending 14 January 2024

39. A weekly report prepared by Mr Knight, for the week ending 14 January 2024, recorded that union activity across Project sites was preventing cleaners from leaving PPE-free areas and had stopped portable-toilet cleaning across sites.

40. The report also recorded that:

- a. a labour-hire company had commenced cleaning portable toilets at the Roma Street Precinct;
- b. two employees identified as Dave and Carmal had left Multhana to work for that company for \$60 per hour;
- c. the labour-hire arrangement ended on the following Tuesday at approximately 2.00 pm; and
- d. a new Safe Work Method Statement had been cleared with the Project and union representatives.

41. A copy of that report is **Annexure JPW-3, pages 4 to 5.**

Report on 19 January and 5 February 2024

42. On 19 January 2024 and 5 February 2024 at Albert Street Precinct, Multhana employees were unable to clean portable toilets because access to PPE-controlled construction areas was denied or obstructed.

Reports for 21, 22 and 28 January 2024

43. Further weekly reports dated 21, 22 and 28 January 2024 referred to continuing union and safety-plan issues on the Project and to cleaners being stopped from working outside PPE-free areas. Copies of these reports are **Annexure JPW-4, pages 6 to 11.**

Picket lines and broader industrial action

- 44. Separately from the earlier concerns directed specifically to Multhana's award coverage and employment arrangements, Multhana was affected by broader industrial action across the Project during July 2024. Multhana was not a primary party to the enterprise bargaining dispute on the Project; however, it was nevertheless affected when picket lines or other industrial activity restricted access to sites.
- 45. Some employees declined shifts, left work, or took leave when industrial disruption was expected. Other employees crossed picket lines because cleaning services remained required, they needed the income, and they understood that they would not be paid if no work was performed.
- 46. Multhana maintained frequent communications with CBGU personnel, including Paul Winduss, Murray Tancred, Chris Butler and Anthony Zervaas, through meetings, emails, telephone calls and operational directions.
- 47. In July 2024, CBGU wrote to Multhana and its contractor representative, Mr Knight, directing Multhana to continue performing its contractual obligations despite union activity.
- 48. On 15 July 2024, CBGU sent letters stating that the sites (Albert Street Precinct and Roma Street Precinct) remained open, Multhana was required to progress the cleaning work regularly and diligently, and Multhana was responsible for managing industrial relations matters relating to its workforce. The letters warned that CBGU reserved its

rights to recover losses arising from any contractual breach. Copies of the letters are **Annexures JPW-5 and JPW-6, pages 12 to 14.**

49. On 16 July 2024, CBGU reminded Multhana that it was only to accept directions concerning the work from CBGU's representative and not from other persons. A copy is **Annexure JPW-7, pages 15 to 16.**
50. On 17 July 2024, CBGU again wrote that any union activity affecting Multhana's work was a matter for Multhana to manage under the contract, and that it would not give rise to a contractual claim. A copy is **Annexure JPW-8, pages 17 to 18.**
51. On 19 July 2024, CBGU wrote that Multhana was absent from Albert Street Precinct and required it to mobilise resources immediately. The letter enclosed Federal Court orders restraining specified CFMEU conduct, including obstruction, intimidation, photographing people entering and leaving Project sites, and remaining within 15 metres of entry points. A copy of the letter enclosing the order is **Annexure JPW-9, pages 19 to 24.**
52. The correspondence placed Multhana in a difficult position. CBGU required Multhana to attend and continue working, while Multhana employees were dealing with picket lines, uncertainty and union influence. Multhana also faced the risk that CBGU might seek to recover contractual losses if cleaning work was not performed.

Operational and financial impact

53. The access restrictions and industrial activity disrupted cleaning of portable toilets and amenities, workforce deployment and rostering. Multhana had to maintain replacement staff, respond to employees and CBGU, and arrange catch-up cleaning when access resumed.
54. During some disruption periods, the number of cleaners available at a site reduced from approximately 10 to approximately four. Multhana estimates that weekly productivity reduced by up to approximately 20% during some periods, although part of the lost work was later recovered through catch-up activity.
55. Permanent employees were generally paid during interruptions. Casual employees were generally not paid where no work was available.
56. Approximately half of the Multhana employees working on the Project expressed concerns about financial stress or uncertainty of income during the disruption. Some employees took leave to manage that uncertainty.
57. The disruption also affected workforce confidence and job security. Employees received conflicting messages about whether they should work, whether Multhana would remain on the Project, and which employment conditions applied.
58. Given Multhana's workforce composition and the importance of regular income to many employees, those effects were significant.

Reduction and end of the pressure

59. The level of disruption and pressure reduced during 2024. Multhana's Operations Manager, Campbell Gibson, communicated by telephone with the CFMEU Indigenous representative, Mr Budgeon. I understand that those communications assisted in

reducing pressure on Multhana employees concerning union membership and helped improve communications between Multhana and the CFMEU.

60. I am not personally aware of a political officeholder or government representative directing the CFMEU to cease activity concerning Multhana. I am aware only that communications occurred between Multhana representatives and Mr Budgeon, which contributed to the normalisation of workplace arrangements.

Other relevant matters

61. Multhana was a subcontracted service provider rather than a primary participant in the underlying industrial dispute. Despite that, its employees and business were materially affected by the conduct and uncertainty surrounding the dispute. In my view, the events demonstrate the vulnerability of smaller subcontractors and their employees during large-scale industrial disputes, particularly where the subcontractor is simultaneously required by the principal contractor to continue working and be exposed to union pressure affecting access and workforce behaviour.
62. The effects on Multhana included disruption to service delivery, commercial risk, increased management costs, workforce instability and adverse consequences for employees who relied on regular work and income.

I affirm that the contents of this statement are true.

Signature of deponent

Place:

Eight Mile Plains

Date:

10/09/2026

Before me (signature of witness)

ALISON MAREE THOMASSEN
Full name of witness (please print)

☒ Justice of the Peace (JP No. 129111)

☐ Notary public

☐ Lawyer

☐ Other authorised person (specify): _____



Commission of Inquiry into the CFMEU

and Misconduct in the Construction Industry

Bundle of Documents to Statement
of Joseph Wallace



15 January 2024

Cross River Rail – Tunnel and Stations

To Whom It May Concern

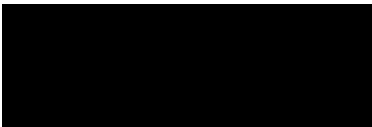
Multhana Property Services Pty Ltd holds a sub- contract agreement to carry out cleaning services on the CPB Cross River Rail Civil Construction project.

The work performed under this sub-contract agreement includes general sweeping, mopping of all offices, crib areas, cleaning of kitchen, cleaning of bathrooms, toilet facilities and replacing consumables at Cross River Rail Tunnel and Stations.

Multhana Property Services Pty Ltd confirms that:

- we have obtained independent legal advice;
- the Cleaning Services Award 2020 is the appropriate award in this instance; and
- our workers are paid all amounts and allowance due to them under the Cleaning Services Award 2020.

Best regards,



Joe Wallace
Managing Director

From: [REDACTED]
Sent on: Wednesday, January 17, 2024 6:38:06 AM
To: [REDACTED]
CC: [REDACTED] Joe Wallace <[REDACTED]>
Subject: Award coverage

JPW-2

[REDACTED],

As you are aware I have been advising employers in various industries for 42 years (I opened my business in January 1982). In particular I have been advising employers in the cleaning industry for 40 of those 42 years. I mention these facts as an indicator of my familiarity with the issues at hand. The issues upon which you have sought my advice are:

1. Is cleaning a task that is broadly covered by the Building and Construction General On-Site Award 2020?
2. Is there any area of the contract between Multhana Property Services Pty Ltd and CPB where the cleaning activities might be covered by the Building and Construction General On-Site Award 2020?

This issue is by no means uncommon. The building industry unions (CFMEU etc.) always make aggressive claims to the effect that any worker who even walks near a construction site should be covered by the Building and Construction General On-Site Award 2020. However even though the unions make those sorts of aggressive claims they enjoy little success where cleaners are concerned. If you check the list of tasks that are found in the Classification Definitions at the back of the Building and Construction General On-Site Award in Schedule A you will look in vain for cleaning as a stand alone task. It simply is not in there. The building unions assert that the task is covered by "general labourer" but that argument has never succeeded in any tribunal decision of which I am aware.

The plain and simple fact is that the cleaning being performed by Multhana employees at the sites listed in the contract (whether they are construction zones or not) is a task covered by the Cleaning Services Award 2020. The building unions will never contest that point in the Fair Work Commission or the Federal Court because they know the argument will not succeed. The unions might well fall back on industrial muscle (bans, mystery "safety" disputes etc.) but that takes you into the realm of a negotiated resolution. The strict legal outcome is very clear: the Multhana employees are covered by the Cleaning Services Award 2020.

If your client needs more from me on this matter then I am happy to provide it.

Regards

[REDACTED]

Principal

[REDACTED]

Ph: [REDACTED]

Email: [REDACTED]

Office: [REDACTED]



CSM Weekly Report

14 Jan 2024 / Rod Knight

Complete

Score	0 / 0 (0%)	Flagged items	0	Actions	0
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Conducted on

15.01.2024 06:00 AEST

Prepared by

Rod Knight

Sites Visited

Laing O'Rourke Buranda Station,
Veolia Stapylton, Roma Station,
Roma Tunnel, Southern Portal,
Boggo Rd, Roma station, Roma
Tunnel, Herschel St Office, Boggo
Rd, Laing O'Rourke Buranda, KSD
Yard, Laing O'Rourke Lindum,
Laing O'Rourke Morningside

Audits Completed

no

Ad Hoc Discussions

no

Ad Hoc Quotes

no

Client Issues

all CRR site union stopping
cleaners from going outside PPE
free zone, stopping all portaloo
cleaning across sites. Labour hire
company started cleaning
portaloo's at Roma street Dave
and Carmal quit employment with
Multhana to work with company
on \$60 an hour, Labour hire
company finished Tuesday 2pm.
New SWMS cleared with CRR and
Unions.



CSM Weekly Report

21 Jan 2024 / Rod Knight

Complete

Score	0 / 0 (0%)	Flagged items	0	Actions	0
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Conducted on

22.01.2024 06:00 AEST

Prepared by

Rod Knight

Sites Visited

QTMP train facility Ormeau, CC
Coomera, Albert Station, Acciona
Adelaide St Level 1, Acciona
Adelaide St Visitors Centre,
Acciona Grey St, Broad
Construction Eagle Farm Tafe,
Laing O'Rourke Lindum Station,
Laing O'Rourke Morningside
Station, Laing O'Rourke Buranda
Station, Acciona Buranda Station,
Southern Portal, Boggo Rd, Roma
Station, Roma Tunnel, Roma
(Herschel St Office),

Audits Completedno

Ad Hoc Discussionsno

Ad Hoc Quotesno

Client Issuesunion with Safety plans across all sites on CRR.



CSM Weekly Report

22 Jan 2024 / Darren Prince

Complete

Score	0 / 0 (0%)	Flagged items	0	Actions	0
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Conducted on

22.01.2024 20:24 AEST

Prepared by

Darren Prince

Untitled Page

Sites Visited	Uniting care Chermside, Banyo station, Flecther's, Albert st, rhiemetal,saab, eagle farm Board,
Audits Completed	Unitingcare health, prison services
Ad Hoc Discussions	no
Ad Hoc Quotes	no
Client Issues	ongoing Union Issues CRR,



CSM Weekly Report

28 Jan 2024 / Rod Knight

Complete

Score	0 / 0 (0%)	Flagged items	0	Actions	0
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Conducted on

29.01.2024 06:00 AEST

Prepared by

Rod Knight

Untitled Page

Sites Visited

Laing O'Rourke Buranda Station, Roma Station, Roma Tunnel, Northern portal M&E, Roma Station, Roma Tunnel, Roma (Herschel St office), Acciona King George Square, CC Helensvale Pioneer, CC Helensvale Northern Wing, CC Coomera, Adco Pimpama Station, QTMP train facility Ormeau, CC Helensvale Pioneer, CC Helensvale Northern Wing, Roma Station, Roma Tunnel, Laing O'Rourke Morningside, CC Helensvale Pioneer, CC Helensvale Northern Wing, Adco Pimpama Station, QTMP train facility Ormeau, Laing O'Rourke Buranda Station,

Audits Completed

no

Ad Hoc Discussions

yes, for Roma St Aircon deep clean.

Ad Hoc Quotes

no

Client Issues

unions stopping cleaners from working outside of PPE free areas.
Acciona King George Square lunchroom closed due to mould.

Reference: Q80370-PW-MW-00088-240715

15 July 2024

Joseph Wallace
Multhana Pty Ltd
3/26 Brandt Street
Eight Mile Plains
QLD 4113

Dear Mr Wallace,

CROSS RIVER RAIL PROJECT – TUNNELS AND STATIONS
Contract: Q80370-PW-MW-00088 Early Works Cleaners Package (Contract)

Subject: Working Hours and Contractor's Performance

Capitalised words and phrases used in this letter have the meanings given in the Contract, unless stated otherwise. Clause and section references in this letter are to clauses and sections in the Contract, including the Instrument of Agreement, Contract Conditions and Annexures, as applicable.

The Site remains open for the purpose of continuing to perform your obligations under the Contract. Accordingly, CBGU D&C JV expects that you will comply with your contractual obligations, including to progress regularly and diligently the Work under the Contract.

CBGU D&C JV emphasises:

- the contractual responsibility expressly contemplated with respect to the management of all industrial relations matters relating to the Work and/or Services. This is a continuing obligation, which expressly requires that you adopt a proactive approach to ensure that any potential impact is mitigated and work continues without delay;
- that you must comply with CBGU D&C JV directions (as opposed to the directions or wishes of third parties), which includes directions to continue without delay to perform the Work and/or Services in accordance with your Contract; and
- that any safety concerns perceived in relation to entering the Site and continuing to perform your obligations with due diligence are/would be misplaced as your positive obligation to manage industrial relations at the Site with respect to your scope is not a safety issue. With respect to safety, your obligation is to comply with CBGU D&C JV's safety management plan.

CBGU D&C JV reserves its rights generally and will rely upon the indemnities in the Contract for any impact to the Main Contract Works that could flow from the Contractor's breaches and would seek to recover all additional costs, expenses, losses, and damages suffered by CBGU D&C JV as a result of these breaches.

Yours sincerely
CBGU D&C JV



Steve Dickson
Precinct Manager
Roma Street - Cross River Rail – Tunnel and Stations

JPW-6

15 July 2024

Mr Rod Knight
Contractor's Representative
Multhana Property Services
Yuggera Country
3/26 Brandl Street
Eight Mile Plains QLD 4113

Dear Rod,

CROSS RIVER RAIL PROJECT – TUNNELS AND STATIONS
Early Works Cleaning Package - Minor Works and Services Contract (Q80370-PW-MW-00088-0000)

Subject: Working Hours and Contractor's Performance

Capitalised words and phrases used in this letter have the meanings given in the Contract, unless stated otherwise. Clause and section references in this letter are to clauses and sections in the Contract, including the Instrument of Agreement, Contract Conditions and Annexures, as applicable.

CBGU D&C JV confirms that the Site remains open as per the working hours referenced in clause 24 and Annexure B, and require the Contractor to continue to perform their Works without delay, disruption or interference.

CBGU D&C JV reminds the Contractor of the following critical requirements in relation to delivery of the Works;

1. *Clause 10.1(1)(a) The Contractor must provide sufficient and suitable resources (including materials, plant, equipment, supervision and labour) to perform the Work under the Contract in a proper and professional manner with due diligence and expedition and in accordance with the Contract, and*
2. *Clause 27.1(2) The Contractor must bring the Work under the Contract to Substantial Completion by the Date for Substantial Completion and must employ sufficient resources to achieve this requirement.*

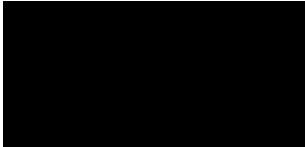
The Contractor is responsible for ensuring all its workers (including any Secondary Subcontractors) continue to comply with the working hours defined in the Contract.

To the extent applicable to the Work under the Contract, CBGU D&C JV directs the Contractor that it must continue to;

- a. comply with any directions given by CBGU D&C JV on Site,
- b. comply with CBGU D&C JV's control policies and procedures,
- c. ensure that CBGU D&C JV and other persons authorised by CBGU D&C JV have access to the Site,
- d. not restrict access to Site, and
- e. carefully co-ordinate, interface and sequence the Works, including with Other Works Contractors.

CBGU D&C JV reserves its rights generally and will rely upon the indemnities in the Contract for any impact to the Main Contract Works that could flow from the Contractor's breaches and would seek to recover all additional costs, expenses, losses, and damages suffered by CBGU D&C JV as a result of these breaches.

Yours faithfully
CBGU D&C JV



Dominic Byrne
Precinct Manager
Albert Street - Cross River Rail – Tunnel and Stations

JPW-7

16 July 2024

Mr Rod Knight
Contractor's Representative
Multhana Property Services
Yuggera Country
3/26 Brandl Street
Eight Mile Plains QLD 4113

Dear Rod,

CROSS RIVER RAIL PROJECT – TUNNELS AND STATIONS
Early Works Cleaning Package - Minor Works and Services Contract (Q80370-PW-MW-00088-0000)

Subject: Directions and Dealings with Others

Capitalised words and phrases used in this letter have the meanings given in the Contract, unless stated otherwise. Clause and section references in this letter are to clauses and sections in the Contract, including the Instrument of Agreement, Contract Conditions and Annexures, as applicable.

CBGU D&C JV wishes to remind the Contractor of it's obligations with respect to directions and dealings with others.

Clause 23 (1) of the Contract provides that:

1. The Contractor acknowledges that:

- (a) the Contractor is only entitled to accept instructions, directions, information and documentation in relation to any matter relating to the Work under the Contract from CBGU D&C JV's Representative;*
- (b) the Contractor will not be entitled to any alteration to the date for Substantial Completion or seek any alteration to the Contract Sum as a result of having regard to or complying with any instruction, direction, information or documentation purported to be issued by any person other than CBGU D&C JV's Representative;*
- (c) the Contractor will not be entitled to:*
 - (i) make any Claim; and*
 - (ii) without limitation, but in particular, claim that that the Principal, CBGU D&C JV or their Associates;*
 - (A) has in any way caused any delay or disrupted the Work under the Contract;*
 - or*
 - (B) breached the Contract,*

as a result of or based on:

- (iii) any instruction, direction, information or documentation that is purported to be given to the Contractor; or*
- (iv) the failure to provide any purported instruction, direction, information or documentation to the Contractor,*

by any person other than CBGU D&C JV's Representative; and

- (d) no variation to the Work under the Contract can be instructed or directed or be claimed by the Contractor to have been instructed, directed or authorised, other than by CBGU D&C JV's Representative and in accordance with clause 33.*

CBGU D&C JV reserves its rights generally and will rely upon the indemnities in the Contract for any impact to the Main Contract Works that could flow from the Contractor's breaches and would seek to recover all additional costs, expenses, losses, and damages suffered by CBGU D&C JV as a result of these breaches.

Yours faithfully
CBGU D&C JV



Dominic Byrne
Precinct Manager
Albert Street - Cross River Rail – Tunnel and Stations

Reference: Q80370-PW-MW-00088-17/07/2024

17 July 2024

Mr Joseph Wallace
Multhana Pty Ltd
3/26 Brandt Street
Eight Mile Plains
QLD 4113

Dear Mr Wallace,

CROSS RIVER RAIL PROJECT – TUNNELS AND STATIONS

Contract: Q80370-PW-MW-00088 Minor Works and Services Contract - Early Works Cleaners Package (Contract)

Subject: Contractor's progress and union activity

Capitalised words and phrases used in this letter have the meanings given in the Contract, unless stated otherwise. Clause references in this letter are to clauses in the Contract.

The Contractor:

- is only entitled to accept instructions, directions, information and documentation in relation to any matter relating to the Work and/or Services from CBGU D&C JV's Representative and will not be entitled to make any Claim as a result of following any instruction, direction, information or documentation issued by any person other than CBGU D&C JV's Representative;¹³
- must not, without CBGU D&C JV's prior written consent, deal directly (including meeting with) entities other than CBGU D&C JV¹⁴;
- indemnifies CBGU D&C JV against all Claims against CBGU D&C JV by any person and all Liability suffered or incurred by CBGU D&C JV, arising from any failure by the Contractor to comply with the Contract¹⁵;
- is responsible for all industrial relations matters relevant to persons engaged in the performance of the Works and/or Services, as well as being responsible for the matters detailed in clause 5.1(2); and
- must employ sufficient resources to perform the Works and/or Services in a diligent manner.¹⁶

Any union activity on Site (**Union Activity**) currently being experienced, which the Contractor may consider is impacting its Work under the Contract, is in accordance with the Contract, a matter for the Contractor to manage. Union Activity will not give rise to any Claim under the Contract.

CBGU D&C JV reserves its rights generally in relation to any impact to the progress of the Works and/or Services, including in connection with any impact to the Main Contract Works that may be caused by the Contractor's lack of progress, including by seeking the recovery of all additional costs, expenses, losses, and damages suffered by CBGU.

¹³ Clause 2D(1).

¹⁴ Clause 2D(2).

¹⁵ Clause 3(7).

¹⁶ Clause 5.1(1)(a).



CBGU D&C JV

Yours sincerely
CBGU D&C JV



Steve Dickson
Precinct Manager
Roma Street - Cross River Rail – Tunnel and Stations

19 July 2024

Mr Rod Knight
Contractor's Representative
Multhana Property Services
Yuggera Country
3/26 Brandl Street
Eight Mile Plains QLD 4113

Dear Rod,

CROSS RIVER RAIL PROJECT – TUNNELS AND STATIONS

Contract: Early Works Cleaning Package - Minor Works and Services Contract (Q80370-PW-MW-00088-0000)

Subject: Attendance and Progress

Further to recent correspondences on related matters we communicate with you in regards to your absenteeism from site as of the date of this letter.

The Site remains open for the purpose of continuing to perform your obligations under the Contract (obligations) and you have been noted as absent from site to fulfill these obligations.

You are required to mobilise resources in accordance with your obligations to maintain safety and quality standards including scheduled progress in accordance with your program.

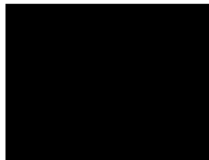
We request that you immediately remedy this situation to mitigate any further delays.

We also bring to your attention that the Federal Court of Australia has handed down an Order effective the 19th July 2024 at 9:00 for CFMEU representatives to not photograph, record by any means, or create or maintain a record of the identity of, any person or vehicle entering or leaving a CRR Site. CFMEU representatives cannot come within 15m of any point of entry to CRR Sites. This document is attached for your reference.

In addition, the Federal Court of Australia Order handed down and effective 1st May 2024 remains in force, which requires for CFMEU representatives not to physically obstruct, impede, abuse, threaten, harass, intimidate, aiding, abetting, counselling or procuring these behaviours.

Should you have any questions on the above please contact the undersigned, and we appreciate your continued support and commitment on the Project.

Yours faithfully
CBGU D&C JV



Dominic Byrne
Precinct Manager
Albert Street - Cross River Rail – Tunnel and Stations

Attachment – Federal Court Order QUD189/2024 dated 18 July 2024



Federal Court of Australia

District Registry: Queensland Registry

Division: Fair Work

No: QUD189/2024

CPB CONTRACTORS PTY LTD

Applicant

CONSTRUCTION, FORESTRY AND MARITIME EMPLOYEES UNION and others
named in the schedule

Respondent

ORDER

JUDGE: JUSTICE COLLIER

DATE OF ORDER: 18 July 2024

WHERE MADE: Brisbane

PENAL NOTICE

**TO: THE CONSTRUCTION, FORESTRY AND MARITIME EMPLOYEES
UNION**

IF YOU (BEING THE PERSON BOUND BY THIS ORDER):

- (A) REFUSE OR NEGLECT TO DO ANY ACT WITHIN THE TIME SPECIFIED
IN THIS ORDER FOR THE DOING OF THE ACT; OR**
 - (B) DISOBEY THE ORDER BY DOING AN ACT WHICH THE ORDER
REQUIRES YOU NOT TO DO,**
- YOU WILL BE LIABLE TO IMPRISONMENT, SEQUESTRATION OF PROPERTY
OR OTHER PUNISHMENT.**

**ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING
WHICH HELPS OR PERMITS YOU TO BREACH THE TERMS OF THIS ORDER
MAY BE SIMILARLY PUNISHED.**

**NOTING THE PROVISION OF THE USUAL UNDERTAKINGS AS TO DAMAGES
BY THE APPLICANT, THE COURT ORDERS THAT:**

1. In this Order:

CRR Project means the Cross River Rail Project.

CRR Construction Site means the construction sites established for the CRR Project
at the date of this order, being those at the following addresses in Brisbane:



- (a) the project site known as the Albert Street Precinct (Lot 1, Lot 2, Lot 3), bound by Mary, Edward, Elizabeth and George Street, Brisbane City;
- (b) the project site known as the Roma Street Precinct, bound by Roma Street, Countess Street and Parkland Boulevard and the Queensland Rail Corridor, Brisbane City;
- (c) the project site known as the Woolloongabba Precinct, bound by Stanley, Main, Leopard and Vulture Streets, Woolloongabba;
- (d) the project site known as the Boggo Road Precinct, bound by Boggo Road, Peter Doherty Street and Boggo Road Busway/ Queensland Rail Corridor in Dutton Park;
- (e) the project site known as the Southern Area work area, bound by Cornwall Street, Kent Street and Queensland Rail Corridor;
- (f) the project site known as the Northern Portal, bound by the Queensland Rail Corridor, Bowen Bridge Road, Gregory Terrace and Kalinga Avenue;
- (g) Hamilton Yard at 222 MacArthur Avenue, Hamilton;
- (h) BlueWater Yard at 2-6 Bishop Drive, Port of Brisbane;
- (i) 271 Gilchrist Avenue, Herston;
- (j) 33 Lanham Street, Bowen Hills;
- (k) 48 O'Connell Terrace, Bowen Hills;
- (l) 58 Chale Street, Yeerongpilly;
- (m) Corner of Nobel Street and Annerley Road, Dutton Park;
- (n) Corner of Brooke Street and Pegg Road, Rocklea;
- (o) Corner of Wilkie Street and Green Street, Yeerongpilly; and
- (p) 19 Orient Avenue, Pinkenba.

Point of Entry means any point of entry to (or exit from) a CRR Construction Site, and includes without limitation any gate, turnstile, entrance way, driveway or door.

2. Until further order, the First Respondent (whether by its officers, delegates, employees, or other representatives) be restrained from:



- (a) photographing, recording by any means, or creating or maintaining a record of the identity of, any person or vehicle entering or leaving a CRR Construction Site;
 - (b) coming within 15 meters of a Point of Entry, or going or remaining within 15 meters of a Point of Entry, excluding:
 - (i) transit to and from a school; or
 - (ii) to catch public transport; or
 - (iii) travel in a moving vehicle on a public roadway; or
 - (iv) persons seeking to enter the site for the purpose of performing work in accordance with their contract of employment, or a person with a valid right of entry exercising that right of entry in accordance with applicable legislation or as otherwise permitted by law; or
 - (v) legal and other professional third-party representatives.
3. The First Respondent take all reasonable steps **forthwith**, but no later than **9.00am on 19 July 2024**, to:
- (a) bring the existence and content of this order to the attention of its officers, delegates, members, employees and other representatives within the First Respondent's Construction and General Division Queensland and Northern Territory Branch; and
 - (b) direct its officers, delegates, employees and other representatives within the First Respondent's Construction and General Division Queensland and Northern Territory Branch to comply with paragraphs 2(a) and (b) above; and
 - (c) direct its officers, delegates, employees and other representatives within the First Respondent's Construction and General Division Queensland and Northern Territory Branch to comply with the Order of the Court made on 1 May 2024.
4. The First Respondent is to notify the Applicant and the Court by 12:00PM on 24 July 2024 as to whether it intends to seek the discharge of these orders.



5. In the event that the First Respondent notifies the Applicant and the Court in accordance with paragraph 4 above, the matter be listed before a Duty Judge for case management and the hearing of any application for the discharge of these orders.
6. Costs be reserved.

Date orders authenticated: 18 July 2024

Sia Lagos
Registrar

Note: Entry of orders is dealt with in Rule 39.32 of the *Federal Court Rules 2011*.



Schedule

No: QUD189/2024

Federal Court of Australia

District Registry: Queensland Registry

Division: Fair Work

Second Respondent	DEMOCRATIC OUTCOMES PTY LTD T/A CIVS
Third Respondent	DEAN MATTHUS
Fourth Respondent	DEAN RILEY
Fifth Respondent	MARK MCKEAN
Sixth Respondent	JOSEPH PRIOR