

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

WITNESS STATEMENT OF LEIGH HAHN

I, Leigh Hahn of Level 16, 31 Duncan Street, Fortitude Valley, Queensland, Senior Project Manager, affirm as follows:

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 page number of that Bundle.
3. I am a Senior Project Manager at Georgiou Group Pty Ltd (**Georgiou**). I have been employed in this role since April 2024.
4. I hold a Bachelor of Civil Engineering (University of Melbourne, 1994), and a Masters of Engineering Science (University of New South Wales).
5. In my current role at Georgiou, I work in the pre-Contract Department. I am responsible for working on tender submissions. This role is based in the head office in Fortitude Valley.
6. My recent professional history includes the following positions:
 - (a) Georgiou – Senior Project Manager (Queensland) – April 2024 to present;
 - (b) BMD Constructions Pty Ltd (**BMD**) – Project Director of the Centenary Bridge Upgrade – December 2022 to March 2024; and
 - (c) BMD – Project Director within BMD's Pre-Contracts team – September 2019 to December 2022.
7. The matters in this statement relate to the Centenary Bridge Upgrade, a period of time during which I was employed by BMD.

Georgiou

8. Georgiou is an Australian building construction and civil engineering company with headquarters in Perth. It is a subsidiary of Strabag Societas Europaea, an Austrian building and construction company, listed on the Vienna Stock Exchange.
9. Georgiou operates Australia wide and specialises in tier one, major infrastructure projects.

BMD

10. BMD offers civil and industrial construction services for major infrastructure projects throughout Australia.

11. BMD is part of the "BMD Group". The BMD Group operates a leading Australian integrated engineering, construction and urban development business. Its clients are in the urban development, transport infrastructure and resources and energy sectors.

The Joint Venture

12. The BMD and Georgiou joint venture (**GBJV**) was formed prior to the submission of the expression of interest and tender for the Centenary Bridge Upgrade works.
13. I was not involved in the formation of the GBJV, but I understand that BMD and Georgiou agreed to form the joint venture prior to DTMR's invitation to submit an Expression of Interest (**EOI**) for the Centenary Bridge Upgrade works.

My roles at BMD

14. When I started at BMD in September 2019, I was employed as a Project Director, however, I was primarily responsible for submitting tenders for jobs. I worked in BMD's head office in the Port of Brisbane whilst working in that tender based role.
15. For the period of around 2019 to 2022, I estimate that I worked on around 10 tender submissions for BMD, including the tender for the Centenary Bridge Upgrade project.
16. My role at BMD changed in around December 2022, when I was appointed by BMD as Project Director of the GBJV for the Centenary Bridge Upgrade project.
17. As Project Director of the Centenary Bridge upgrade (the **CBU**), I was responsible for assembling a team for the project, including office staff, project engineers and administrators. Those personnel would form part of GBJV's core staff for the CBU.
18. In the early stages of the CBU, I oversaw all of the initial administrative and enabling works, which included organising insurance and securities, the development of management plans, as well as commencing procurement and market engagement. This included subcontractor procurement, recommending supply agreements for plant and materials for the CBU and making requests of both Joint Venture parties (Georgiou and BMD) to allocate and mobilise labour for the project. Limits of Authority applied to my role as Project Director. These limits meant that I could make recommendations after engaging with the market but I could not enter into subcontracts or supply agreements.
19. As the Project Director of the GBJV for the CBU, I predominantly reported directly to Sean Donald (**Mr Donald**), Georgiou's General Manager of Qld and Mathew Quay-Verlander (**Mr Quay-Verlander**), BMD's Operations Manager. Mr Donald and Mr Quay-Verlander were representatives of each of the Joint Venture parties at a forum that was termed 'SteerCo' or Steering Committee. The SteerCo was regularly attended by other project personnel as well as corporate staff from both Georgiou and BMD.
20. As the Project Director of the GBJV for the CBU I had about eight people that directly reported to me. Those direct reports were:
- (a) Anthony Parlato, Traffic Manager (employee of BMD);
 - (b) Gavin Kenny (**Mr Kenny**), Superintendent (employee of Georgiou);
 - (c) Quinn Murray (**Mr Murray**), Project Manager (employee of Georgiou);

- (d) Richard Morrison, Quality Manager (employee of BMD);
 - (e) Karen Crook, Community Liaison Officer (employee of Georgiou);
 - (f) Ben Weston (**Mr Weston**), Safety Manager (employee of BMD);
 - (g) Nik Smilevski, Environmental Manager (employee of Georgiou); and
 - (h) Rex Clarke (**Mr Clarke**), Commercial Engineer (employee of BMD).
21. Some of those persons that directly reported to me managed a team of their own.
 22. A GBJV CBU organisation chart dated 31 March 2023 is at **Annexure LH-1, page 2** of the Bundle. Some of the individuals identified in the organisation chart were anticipated to arrive at the CBU, however did not end up working at the CBU for various reasons. For example, Angela Hampson did not end up working at the CBU.
 23. I would also work with the GBJV corporate support team, that sat at the same level as me on the organisation chart.
 24. My responsibilities also included notifying the Department of Transport and Main Road (**DTMR**) of union attendances at the CBU site. DTMR required that GBJV inform it of a union's attendance within 2 hours of their site visit. I was responsible for this. My approach, as a minimum, was to first send a text message to DTMR's Project Director and Manager, Fran Knight (**Ms Knight**), as well Chris Demartini (**Mr Demartini**) and Peter Konecny (**Mr Konecny**) from SMEC Australia Pty Ltd, the Contract Administrator for the CBU Project. I would then follow up with a short email to Mr Demartini and Mr Konecny later that same, or the next, day.

The Centenary Bridge

25. The Centenary Bridge is a motorway crossing over the Brisbane River between Sinnamon Road, Jindalee, and Kenmore Road, Kenmore. It was originally constructed as a two-lane bridge in 1964. It is located about 18km from the Brisbane CBD.
26. In around 1987, the Centenary Bridge was upgraded from a single lane bridge each way to a two lane bridge each way.
27. A photo of the two lane Centenary Bridge is at **Annexure LH-2, page 3** of the Bundle.
28. An aerial maps image of the Centenary Bridge, with description of the project location, is at **Annexure LH-3, page 4** of the Bundle.

The Centenary Bridge Upgrade tender process

29. GBJV's written communications with DTMR for the tender for the Centenary Bridge works occurred through QTenders, an online portal used by the Queensland Government to advertise and progress its government contracts.
30. QTenders was the portal that DTMR used to invite expressions of interest and tender submissions. It was also the portal that GBJV submitted its EOI, tender and all of the documents related to the EOI and tender. After the tender was submitted and before the contract was entered into, the GBJV's written communications with the DTMR were through emails.

Initial expression of interest

31. In around May 2021, DTMR invited expressions of interest for works to be performed on the Centenary Bridge.
32. This was a significant public infrastructure project that would involve the construction of a new three-lane northbound bridge, rehabilitation of the existing bridge to create three-lanes southbound and upgrades to pedestrian and cyclist pathways on this critical transport connection to Brisbane's western suburbs (the **CBU Works**).
33. An artist's image of the completed CBU Works, an overview of the project layout and an overview of the scope of works is at **Annexure LH-4, pages 5 to 14** of the Bundle.
34. The extra bridge capacity would provide greater efficiency and travel-time reliability between Brisbane's CBD and the western suburbs, between local destinations, and along the entire Centenary Motorway.
35. A copy of DTMR's invitation for an expression of interest for the CBU Works, is at **Annexure LH-5, pages 15 to 45** of the Bundle

Preparation and submission of EOI

36. I was responsible for preparing the expression of interest that GBJV submitted to DTMR for the CBU Works. This document included details about GBJV and its capabilities, as well as addressing the key selection criteria in the EOI. This included providing information relating to GBJV's construction experience and capabilities, resources, pre-qualification requirements, WHS accreditation and GBJV's responses to the local benefits and best practice principles.
37. Key Result Area 1 of the EOI document issued by DTMR was "Quality Jobs including the Best Practice Industry Conditions". The EOI document advised that the Best Practice Industry Conditions for Transport Civil Construction (**BPIC**) would be applicable for the CBU Works and that applicants (if shortlisted) would need to demonstrate how they intend to achieve the intent and outcomes of the BPIC. The GBJV's EOI submission addressed this to the effect that the intent and outcomes of BPIC could be achieved through open and regular engagement with employee representative bodies.
38. As the expression of interest was not a complete tender document, it did not contain a comprehensive pitch for the CBU Works that would ordinarily be included in a standard tender submission.
39. GBJV submitted its expression of interest to DTMR to tender for the CBU works in around June 2021.

Preparation of tender

40. In about August 2021, DTMR advised GBJV that its expression of interest was successful and that it was one of four tenderers that was invited to submit a formal tender for the CBU project by October 2021.
41. The tender documentation was issued by DTMR through QTenders in or around mid-September 2021. The GBJV could only commence preparing the tender after the documentation was released.

42. There was a period of about seven weeks between the tender documentation being issued by DTMR and submission of the tender. In my experience, that program was a little tight for a project of this size.
43. Between around September and October 2021, GBJV prepared its tender for the CBU Works. I was the bid lead and was responsible for managing the preparation and submissions of the tender.
44. Preparation of the tender involved engaging with the market to get subcontractor supply pricing, costing the project based on designs, preparing a budget for each stage of the construction works, and packaging up that information into a presentable tender submission to DTMR.
45. Due to the short timeframe, the preparation of the tender was very much a rush job to scope, cost and submit the tender.

Tender submission – the envelope process

46. DTMR required that the tender be submitted in three separate electronic folders, referred to as “envelopes”.
47. The first envelope addressed DTMR’s non price tender requirements and the second envelope contained GBJV’s pricing for the CBU Works, exclusive of BPIC costings. Those first two envelopes were to be assessed by DTMR to rank the submissions of each tenderer. The third envelope, referred to as “envelope 3”, contained GBJV’s response to BPIC and how it would be implemented and managed on the CBU if the tender was successful.
48. I understood that each tender party’s envelope 3 was to remain sealed, and not be opened by DTMR, until DTMR had ranked each of the tender submissions based on their first two envelopes. Because envelope 3 was to remain sealed, and because of the discretion that GBJV had on the items to be included in envelope 3, I believed that GBJV’s envelope 3 was GBJV’s own intellectual property and would be valuable if a third party was able to access it.
49. Because of the confidential nature of envelope 3, GBJV did not want the CFMEU, or anyone else, gaining access to GBJV’s envelope 3, during the request for information attempt that the CFMEU made in relation to the CBU Works contract that was awarded to GBJV by DTMR. I address this in further detail in paragraphs 93 to 104 of my statement.

Submission of tender

50. On around 26 October 2021, GBJV submitted its tender to DTMR for the CBU works.
51. A copy of GBJV’s Tender Schedule EC1, Key Response Areas, signed by Gerard Keynes on behalf of the GBJV on around 26 October 2021, is at **Annexure LH-6, page 46 to 52** of the Bundle.

Tender shortlist

52. In about December 2021, DTMR informed GBJV that it was one of two parties that had been selected to advance discussions for the CBU works moving forward.

53. Most of 2022 involved DTMR liaising with GBJV about its tender. I understand that DTMR was also liaising with the other remaining tender party about its tender during this time. During this period, GBJV's discussions with DTMR involved discussions on planning, budget and timelines.
54. In around March 2022 and again in July 2022, GBJV submitted updated costings for the CBU works. The updated costings were provided in response to DTMR's request for revised costings because the initial tender validity period and subsequent tender validity period were expiring.
55. In addition to the revised costings, in around July to September 2022, DTMR informed the GBJV that their approvals from the State Assessment Referral Agency (**SARA**) were expiring and requested that the GBJV provide them with updated information regarding construction methods and temporary works, to allow DTMR to obtain a renewal from SARA. The GBJV provided this information to the DTMR.
56. In around September 2022 and following discussions with DTMR regarding clarifications required, I worked on preparing revisions for envelope 3.

Letter of comfort and industrial negotiations

57. As part of the discussions with DTMR about envelope 3, GBJV management, GBJV's external industrial advisers and DTMR collaborated on the best way that BPIC could be implemented at CBU and how the GBJV could fulfill the commitments under envelope 3. Based on the collaboration and discussions, there was an understanding that BPIC could be best achieved through engaging with the industrial organisations about an entering into a greenfield enterprise agreement.
58. On around 26 October 2022, DTMR provided GBJV with a "letter of comfort" that confirmed that DTMR had determined GBJV to be the highest ranker tenderer.
59. A copy of DTMR's letter of comfort dated 26 October 2022 is at **Annexure LH-7, page 53** of the Bundle.
60. This letter was provided at GBJV's request. By this stage the tender process had already been going for about 18 months. That is an unusually long tender period for a project of this size.
61. GBJV wanted some assurance that this 18-month tender process was going to materialise into something, before it committed more time and money negotiating with industrial agencies. Provision of the letter provided GBJV with comfort to move forward with enterprise negotiations with the unions in relation to the CBU Works.
62. I was not involved in any of the industrial negotiations for the enterprise agreement for the CBU works. I believe that Greg Power (**Mr Power**), BMD's industrial advisor, was responsible for leading the industrial negotiations. From my discussions with Mr Power, I was aware that at around the time of being provided with the letter of comfort by DTMR, GBJV commenced discussions with both the AWU and the CFMEU in relation to a possible enterprise agreement with GBJV for the CBU.
63. On 23 December 2022, the Fair Work Commission approved a Greenfield Agreement for the CBU between GBJV and the AWU.
64. A copy of the Fair Work Commission's orders dated 23 December 2022 and the CBU Greenfield Agreement is at **Annexure LH-8, page 54 to 55** of the Bundle.

Tender awarded

65. In around November 2022, with the second tender validity having also expired, DTMR requested an update to costs to revalidate GBJV's tender. Revised costings were provided to, and discussed with, DTMR. This figure is known as the Principal Supplied Uplift (**PSU**).
66. In December 2022, I, along with others from Georgiou and BMD, were invited to a meeting at DTMR's office in Adelaide Street, Brisbane. At this meeting, DTMR informed us that GBJV's tender to perform the CBU works was successful and that it would be awarded the contract for the CBU Works, if DTMR's revised figure of the PSU was accepted by GBJV. The revised PSU was ultimately accepted by the GBJV.
67. A tender award period of October 2021 (when GBJV submitted its tender) to December 2022 was an unusually long tender period. In my experience a tender process for a job of this size would ordinarily take about 90 days from tender submission to awarding the tender.

Requirement to inform DTMR of union site visits

68. During the pre-award period of the tender, DTMR informed GBJV that it would require GBJV to inform it of any union attendances on site as soon as possible. I was told that this requirement arose because this was the first major state government infrastructure project that would implement BPIC, and because the Labour State government wanted to see that BPIC was being successfully implemented.
69. A representative of DTMR personally told me about this requirement during a Teams meeting in around late 2022. I can't recall the name of the DTMR representative, but I do recall that she was one of the DTMR managers. It was my impression from this meeting that DTMR would be viewing the success or otherwise of the CBU project through the prism of BPIC.
70. During this meeting she told me that DTMR wanted to see successful implementation of BPIC. Because of this, DTMR wanted to be alerted to any industrial issues immediately, including any discussions with union representatives, even if those discussions were over a coffee or informal discussions off site.
71. I complied with the DTMR's request to be notified about any union site presence and discussions with unions. Whenever I had interactions with union representatives, I typically sent an SMS message to Mr Demartini and Mr Konecny and an SMS to Ms Knight. I would then send a more detailed email to Mr Demartini and Mr Konecny later that day, or soon thereafter.
72. The requirement that DTMR be kept up to date on union presence on the CBU site in real time was reinforced to me on several occasions. I address some specific instances later in this statement.

Overview of union attendances

73. During the period I worked at CBU, when union representatives of the AWU or CFMEU would attend the CBU site, often Mr Kenny and I would meet with them and have a discussion with the representative. Other times, the union representatives would meet with just Mr Kenny, or with Mr Clarke or Mr Weston. If I did not attend with the union representative, the relevant GBJV representative would report to me what occurred during the visit.

74. The summary emails I sent to Mr Demartini and Mr Konecny about what occurred during the union attendances are based on a combination of what I witnessed (if I was in attendance) or what was reported to me.
75. On 19 March 2024, Mr Weston copied me into an email that provided an overview of union interactions between 29 May 2023 and 19 March 2024 and that enclosed a register of unofficial union site visits that recorded visits from union organisers or delegates that occurred without a right of entry notice. Based on that email which I believe to be true, between about 29 May 2023 and 19 March 2024, union representatives of the AWU and CFMEU attended the CBU site on at least 47 occasions and of those 47 union site attendances:
- (a) the CFMEU attended on 21 occasions, pursuant to a right of entry notice;
 - (b) the CFMEU attended a further 20 times, without any right of entry notice; and
 - (c) the AWU attended on 6 occasions informally, without a right of entry notice.
76. A copy of Mr Weston's email to me and the register of unofficial union visits for the period 29 May 2023 to 19 March 2024 is at **Annexure LH-9 page 56 to 60** of the Bundle.
77. As the GBJV CBU Project Director, I had direct interactions with the CFMEU during the period of 29 May 2023 to March 2024. In my experience, when the CFMEU's Organisers and Delegates attended the CBU site during this period, the CFMEU's focus was directed to:
- (a) the Greenfields EBA that GBJV had entered into with the AWU for the CBU project, including suggestions that the EBA should be cancelled or amended to include the CFMEU; and
 - (b) alleging that the CBU was over \$300million and therefore should be "BPIC+".
78. In addition to those key focus points, I am aware that CFMEU branding in the form of posters and stickers was placed on and around GBJV's fences, signage and equipment along the CBU site. Anti AWU and anti BMD stickers and posters were also placed around the CBU site, including stickers and posters with the slogans "AWU – Australia's Worst Union" and "BMD – Bad, Mad and Dangerous".
79. Those CFMEU branded stickers and posters, and anti AWU and anti BMD stickers and posters were placed all over the barriers that the GBJV placed adjacent to the highway, on barriers adjacent to the on-lane and they were also placed on the rear of the GBJV project signage, including traffic control signage, on temporary fencing and anywhere else that was accessible to the general public.
80. On several occasions, CFMEU branded stickers were placed on the windows and side mirrors of BMD vehicles parked at and around the CBU site.
81. In addition to those matters, from around late February 2024 until at least the end of March 2024, large groups of individuals in CFMEU clothing would gather in a grass area next to the Jindalee 24/7 Fitness car park, adjacent to the CBU project site (I refer to this later in this statement as **Camp 2**) every week day and evening and also near the Gate 1 entrance of the CBU site (I refer to this later in this statement as **Camp 1**).

82. On at least three separate occasions in around March 2024, those groups of individuals formed a blockade at Gate 1 of the CBU site, preventing the delivery of overhead gantry steel to the site. I understood this to be part of a campaign that the CFMEU had directed towards GBJV and the CBU project.

Early 2023 assembly works

83. Between around January 2023 and March 2023, the GBJV began to assemble a team to commence initial administrative works, including obtaining insurance policies, organising financial securities, as required under the contract with DTMR. We also developed management plans, commenced our procurement and market engagement and commenced initial establishment works.
84. During this time the GBJV was assembling staff, including engineers, administrators and labour, in addition to taking steps to procure resources from suppliers to enable works to be commenced.

7 March 2023 AWU meeting

85. On 7 March 2023, I attended a meeting with an AWU official and Ryan Murphy of One Industrial Relations Consultants (**Mr Murphy**), and in my recollection some members of BMD's team which may have included Gerad Vinen and Terry Waterson, Mr Power, BMD's industrial adviser, and Mr Donald and Berry Freshney of Georgiou.
86. This was one of the earliest meetings that I attended with the AWU following the Greenfields EBA being approved by the FWC. At this stage, GBJV was about to be granted possession of the CBU site by DTMR.
87. At the meeting, the AWU representatives asked me to provide them with a summary document of the project activities and head count for the project.
88. Following that meeting, I emailed Mr Murphy, GBJV's industrial relations advisor, a copy of a presentation prepared by GBJV that provided an overview of the CBU works, the project layout and the project scope and anticipated staging (the **Presentation**), for Mr Murphy to provide to the AWU.
89. A copy of my email to Mr Murphy and the attached presentation is at **Annexure LH-10, pages 61 to 78** of the Bundle.

Possession of site

90. In around March 2023 or April 2023, GBJV took possession of the CBU site. It commenced the first stage of works shortly after taking possession.
91. GBJV's presence on the site in March and April 2023 was minor, as the GBJV was performing establishment works. Those establishment works included setting up temporary fencing, on site generators, worksite caravans and site facilities.
92. Once those establishment works concluded, GBJV moved on to the first stage of works that were to be performed from about March 2023 to December 2024. This scope of works included installation site accommodation, a temporary jetty, physical infrastructure (PUP works), construction of the permanent Active Path near Jindalee Creek, progressing access from Vidgen Lane, commencing land & marine piling for Northbound bridge, widening north-bound entry ramp & modifying Sinnamon Rd intersection.

CFMEU's Right to Information Request

93. On 17 May 2023, Danielle Wills (**Ms Wills**), a Senior Advisor, at DTMR, informed me via email that the CFMEU had lodged a Right to Information application with DTMR, seeking access to the construction contract between GBJV and DTMR for the CBU project.
94. Ms Wills informed me that DTMR was required under the *Right to Information Act 2009* (Qld) to consult with GBJV about the CFMEU's Right to Information Request.
95. A copy of Ms Wills' email to me dated 17 May 2023 is at **Annexure LH-11, page 79** of the Bundle.
96. The documents sought by the CFMEU contained commercially sensitive information, including the value of the contract for the works for the CBU, in addition to private information, including the names, and contact details of key GBJV personnel.
97. This was the first time in my professional career that I had experienced a union seeking access to contractual documents via an RTI request.
98. I cannot recall when I formed this belief however by 13 March 2024, I believed that one of the issues that the CFMEU was particularly interested in was the value of the contract because it suspected that the contract value was more than \$300 million, which would place the contract into BPIC+ territory. BPIC+ was triggered if the contract value was over \$300 million and would require GBJV to pay all workers on the CBU project a BPIC+ uplift. This was raised several times during the CFMEU's site visits.
99. The CFMEU had also argued that if the contract value was not over \$300 million, GBJV had generated savings from using imported steel, which had prevented the project from exceeding \$300 million. I cannot recall when the CFMEU first raised this argument however it was expressed by various CFMEU Organisers on many occasions.
100. I had informed Mr Demartini and Mr Konecny that the CFMEU held these views on numerous occasions, including in an email dated 13 March 2024.
101. A copy of the email that I sent to Mr Demartini and Mr Konecny about this is at **Annexure LH-12, page 80**.
102. Between 17 May 2023 and about 23 May 2023, I had discussions with Ms Wills about the CFMEU's Right to Information Request, and I also had discussions with senior GBJV personnel, including Mr Murray, Rex Clarke and Mr Donald and Mr Freshney, as well as Ryan Murphy. GBJV formed the view that documents containing commercially sensitive information, including pricing, and private information, including names and contact details of key GBJV personnel, should not be released to the CFMEU, and that if documents containing such information were to be released, that the commercially sensitive and private information should be redacted.
103. I thought that it was unusual for the CFMEU to make a Right to Information request for GBJV's contract with DTMR because I have never personally seen a Right to Information request made at any other project that I have been involved in.

104. I understand that following consultation with DTMR, a copy of the contract between DTMR and GBJV for the CBU works was provided, with all commercially sensitive, pricing, and personal information redacted.

The AWU's proposed site delegate

105. On 21 May 2023, Mr Power forwarded an email to me, Steve Thomas of BMD and Mr Quay-Verlander attaching a copy of the resume that Mr Power said was proposed by the AWU after the meeting on Friday. The resume attached was for Jake O'Doherty (**Jake**).
106. On 23 May 2023, following enquiries made by me, Mr Thomas arranged for a meeting with myself, Rob Pickard of BMD, Mr Quay-Verlander and Mr Dare Power of BMD, to have a discussion about employing Jake as an AWU delegate on CBU.
107. A copy of Mr Thomas' email and Mr Power's email to me attaching the CV of Jake O'Doherty is at **Annexure LH-13, page 81** of the Bundle. A copy of Jake's CV is at **LH-14, pages 82 to 85** of the Bundle.
108. On 26 May 2023, I attended a Microsoft Teams meeting with Mr Thomas, Mr Power, Mr Pickard and Mr Quay-Verlander. At that meeting we discussed employing the AWU's proposed delegate. It was during this meeting that I became aware that Jake was the nephew of AWU Organiser, Pat O'Doherty. I also became aware during the meeting that Jake's suitability for the AWU delegate role had not been assessed by considering his qualifications or work experience. I was also told that Jake had not yet been interviewed. At the end of the meeting, I offered to meet with Jake, together with Mr Kenny, at the site for an interview.
109. A copy of a calendar invite to a Microsoft Teams meeting, with the subject "Centenary Chat – AWU Delegate", is at **Annexure LH-15, page 86** of the Bundle.
110. In around June 2023, Mr Kenny and I met with Jake on site at the CBU project. We had a discussion about the job requirements and his experience. He did not have any qualifications. He did not have an experience in civil construction nor industrial relations.
111. We decided not to employ Jake at that particular time as he did not have the experience or skillset that we believed was necessary for a delegate on the CBU Project. We did not believe that he was able to take on a role as a site delegate.

CV Services – BPIC Uplift

112. In around early May 2023, GBJV engaged CV Services Pty Ltd (**CVS**) to provide electrical and intelligent transportation systems (**ITS**) services at the CBU site. These services form part of the CBU works.
113. As part of their engagement, CVS provided GBJV with a letter of offer that contained its rates for the electrical and ITS works. That letter contained an item titled "Centenary Bridge Upgrade T493 Electrical & ITS 1.0 Preliminaries and BPIC uplift" with a price of \$461,856.86 (the **CVS BPIC Uplift**).
114. On 1 June 2023, Rex Clarke (**Mr Clarke**), GBJV Commercial Engineer, sent me an email, that provided his comments on the CVS BPIC Uplift. Mr Clarke noted that CVS were seeking hourly uplifts (excluding margin) of \$43.86 per hour for civil workers and \$39.96 per hour for electrical workers, amongst other uplifts.

115. Mr Clarke's view was that the CVS BPIC Uplift was going to exceed the \$25/hour allowance in GBJV's Envelope 3 and that GBJV would need to chase DTMR for the difference.
116. A copy of Mr Clarke's email to me dated 1 June 2023, is at **Annexure LH-16, pages 87 to 89** of the Bundle.
117. Between 13 June 2023 and 20 July 2023, Mr Clarke and Mr Everett exchanged emails in relation to CVS's letter of offer and the CVS BPIC Uplift.
118. A copy of the email exchange between Mr Clarke and Mr Everett is at **Annexure LH-17, pages 90 to 97** of the Bundle.

29 May 2023 – CFMEU site visit

119. At around 10am on 29 May 2023, Dean Riley (**Mr Riley**), a CFMEU Organiser, attended the CBU. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
120. I was informed by Mr Kenny and Mr Weston that during his site visit, Mr Riley informed them that he had received a complaint regarding workplace health and safety at the CBU project. Mr Riley did not identify what the complaint was, where the safety issue was on site, or who made the complaint. After further questioning, Mr Riley relayed something to the effect of, the safety concern related to "the whole job".
121. Mr Riley was on site for about 45 minutes. He was escorted by Mr Kenny and Mr Weston from or near Gate 1, Sinnamon Road, along the Active Transport Path to Span 1 and back.
122. An image of the Active Transport Path is located at **Annexure LH-18, page 98** of the Bundle.
123. During Mr Riley's visit he did not request any documentation, did not conduct a safety inspection and only had a casual conversation with a few workers in the lunchroom for a couple of minutes.
124. On 29 May 2023, I sent an email with subject "CN-13712 Centenary Bridge Upgrade – CFMEU visit", to Mr Demartini and Mr Konecny, informing them of Mr Riley's visit.
125. A copy of my email to Mr Demartini and Mr Konecny is at **Annexure LH-19, page 99** of the Bundle.

AWU's right of entry notices

126. On 15 June 2023, Jamie McQueen, AWU Organiser, asked GBJV to confirm who the appropriate person was within GBJV that the AWU should send its right of entry notices to.
127. On 15 June 2023, I instructed Mr Power of Draytons Workplace Consulting, to inform Mr McQueen that the AWU's right of entry notices could be served via email on me, Mr Kenny, Mr Murray, Mr Clarke and Mr Weston.
128. A copy of my email to Mr Power, providing those instructions, is at **Annexure LH-20, pages 100 to 102** of the Bundle.

23 June 2023 – Informal AWU site visit

- 129. On 23 June 2023, Jamie Macmillan and Kurt Neumann of the AWU attended the CBU site for an “informal visit”. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
- 130. Whilst they attended “informally”, they both provided GBJV with right of entry notices.
- 131. During their visit, Mr Macmillan and Mr Neumann predominantly held off site discussions with Mr Kenny and Mr Weston. They did not request any documentation, conduct a safety inspection or raise any significant concerns.
- 132. On 23 June 2023, I sent an email to Mr Demartini and Mr Konecny, advising them of the AWU site visit by Mr Macmillan and Mr Neumann.
- 133. A copy of my email to Mr Demartini and Mr Konecny, is at **Annexure LH-21, page 103** of the Bundle.

28 June 2023 – CFMEU attendance

- 134. On 28 June 2023, Mr Riley attended the interim Site Compound at around 8:30am. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
- 135. Mr Riley held informal discussions me with and Mr Kenny off site, which centred upon the engagement of Traffic Control providers, including the CFMEU’s concern about the applicability of BPIC to the Traffic Controllers, and that traffic controllers were not being paid a BPIC uplifted rate.
- 136. Following this discussion, Mr Kenny escorted Mr Riley along the Active Transport Path to converse with Traffic Controllers.
- 137. Mr Riley did not request any documentation, did not conduct any safety inspections and did not raise any significant concerns, other than the application of BPIC to the traffic controllers.
- 138. Mr Riley informed us that he or one of his CFMEU colleagues would attend the CBU site regularly. He did not say what the purpose of those visits would be.
- 139. On 28 June 2023, I sent an email to Mr Konecny, updating him about the site attendance by Mr Riley.
- 140. At **Annexure LH-22, page 104** of the Bundle is my email to Mr Konecny dated 28 June 2023.

July 2023 Audit of Altus Pty Ltd

- 141. Altus Pty Ltd (**Altus Traffic**) was the subcontractor engaged by the GBJV to provide traffic control services at CBU. My recollection is that there were regularly about 5 to 8 traffic controllers employed by Altus Traffic who worked at the CBU site at that time.
- 142. Altus Traffic were required to prepare Traffic Guidance Schemes (**TGS**) to be approved by the administrators. From when Altus Traffic commenced work at the

CBU (around March 2023), the GBJV identified concerns about Altus Traffic's performance, including providing deficient TGS and being unable to supply the resources required to perform the work. For example, TGSs could not be approved with the requisite notice due to the deficiencies in them and traffic controllers would not show up when required at CBU and/or be insufficiently resourced for most shifts. Without an approved TGS or traffic controllers not showing up, some work could not proceed and shifts were cancelled as a result. These issues caused delays and costs. I recall that Altus Traffic's performance in relation to deficient TGSs improved over time. Whilst there was improvement, their performance was still below expectations.

143. In the period of June and July 2023, the CFMEU's Organisers had expressed to me and others at GBJV that the CFMEU was concerned that Altus Traffic was not paying its workers the required BPIC rates on the CBU project. Mr Riley did not provide me or anyone else at GBJV with information to support or substantiate this concern. Nonetheless, GBJV took this concern seriously. The AWU had also raised concerns about Altus Traffic not paying employees correctly.
144. Altus employees had also raised concerns both to me directly and to others of the GBJV at CBU (which were reported to me) about not being paid correctly, late payment of wages, shifts being cancelled, not having reliable notice of shifts and not being supplied with PPE and equipment to perform their job.
145. On 6 July 2023, I was copied into an email from Mr Clarke serving a Notice of Audit on Altus Traffic.
146. A copy of Mr Clarke's email is at **Annexure LH-23, pages 105 to 109** of the Bundle.
147. I was not directly involved in the preparation of the audit notice. However, as Mr Clarke reported directly to me, I was aware of the audit notice.
148. On 21 July 2023, I was copied into an email from Sarah Tate of Altus Traffic, to Mr Clarke, attaching Altus Traffic's response to the audit. Mr Clarke forwarded Altus Traffic's response to the audit notice and a summary table to be reviewed by Jonty Bekkers, Senior HR/IR Advisor at Georgiou.
149. A copy of Mr Clarke's email and Ms Tate's email that attached Altus Traffic's response to the audit is at **Annexure LH-24, pages 110 to 119** of the Bundle.
150. It was reported to me that Mr Bekkers' review identified that Altus Traffic was generally compliant with the Transport BPIC pay requirements for its workers. My understanding was that there were issues identified however, I cannot recall the specifics of the issues identified.

CFMEU 10 July 2023 site visit

151. On 10 July 2023, a representative of the CFMEU attended the CBU site at around 8:30pm. I cannot recall the name of the representative. No right of entry documentation was provided. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
152. The CFMEU representative stated that he had a phone call from an Altus Traffic employee raising safety concerns on site. The CFMEU did not contact the site engineer or supervisor about these concerns.

153. No safety inspection occurred, but the representative reviewed the Traffic Guidance Scheme (**TGS**) and work zone layout. No amendments occurred as a result of this review.
154. The representative had a discussion with Altus Traffic's workers, which GBJV was not privy to.
155. This site attendance to speak with Altus occurred 5 days after GBJV issued a notice of audit on Altus, as explained above.
156. On 11 July 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the CFMEU site visit.
157. A copy of my email to Mr Demartini and Mr Konecny is at **Annexure LH-25, page 120** of the Bundle.

13 July 2023 – BPIC Envelope 3 formally accepted

158. On 13 July 2023, GBJV's Envelope 3, Revision 3 was formally accepted by DTMR.
159. On 13 July 2023, I emailed Sanjay Ram of BMD, informing him that Envelope 3, Revision 3 had been accepted that day and attached a copy of the accepted Envelope 3, Revision 3. Mr Ram was querying the application of BPIC at the CBU as he was involved in another tender that also had a BPIC component to its evaluation.
160. A copy of my email to Mr Ram, and the attached accepted Envelope 3, Revision 3 is at **Annexure LH-26 pages 121 to 161** of the Bundle.
161. I explain the revisions of Table 1 of Envelope 3 (**pages 123 to 124** of the Bundle) as follows. The estimate for uplift for traffic controllers in GBJV's Envelope 3 was originally included in the overall subcontractor calculations for the uplift required to meet BPIC rates of pay. The overall subcontractor uplift was originally estimated at 264,000 hours at an increase of \$12.50 per hour being \$3,300,000.
162. For GBJV's Envelope 3, Revision 3, the traffic controller uplift per hour was revised from \$12.50 to \$35 per hour. A new line was added for the traffic controller uplift estimated at 24,000 hours at an increase of \$35 per hour being \$840,000. The traffic controller hours that were previously incorporated into the overall subcontractor calculations were removed from the overall subcontractor calculations. It was revised from 264,000 to 240,000 and from \$3,300,000 to \$3,000,000.

22 August 2023 – CFMEU site attendance

163. On 22 August 2023, Mr Riley attended the CBU site at around 12:30pm. No right of entry documentation was provided. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
164. Mr Riley was most concerned with the traffic controllers from Altus Traffic.
165. Mr Riley also had a discussion with Altus workers. No specific comments were made about the project, other than a generic statement that the CFMEU was planning action at projects where Altus was present.

166. From my discussions with CFMEU officials and also with Altus management, I understood that the CFMEU was pushing Altus Traffic to enter into an enterprise agreement with the CFMEU, but that Altus Traffic had been resisting.
167. On 22 August 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the CFMEU site visit.
168. A copy of my email to Mr Demartini and Mr Konecny is at **Annexure LH-27, page 162** of the Bundle.

22 August 2023 – Continued engagement of Altus

169. On 23 August 2023, I sent an email to Mr Donald, Georgiou's General Manager of Queensland, and others (I believe these included BMD management). Mr Donald was one of the two people that I directly reported to for the CBU project.
170. In that email, I informed Mr Donald that the AWU was warning GBJV about Altus Traffic and that CFMEU had told me that it intended to target Altus at CBU and other BMD and Georgiou sites. The GBJV was concerned about the impact and disruption that the CFMEU targeting Altus at the CBU site would have on operations and how Altus Traffic would manage that issue.
171. GBJV's issue of engaging Altus Traffic on the CBU project was escalating. Since the beginning of their engagement, there were performance issues and now, the CFMEU had confirmed that the CFMEU would not just target the CBU site, but that it would target Altus Traffic at all BMD and Georgiou sites.
172. In my email to Mr Donald, I set out some considerations and said that I recommended that GBJV switch traffic control providers at CBU and set a proposed date to do that, by around 30 September 2023.
173. In my email, some considerations I raised included that the Altus payroll audit did not reveal any significant non-compliances and that the Altus TGS turnaround and quality had improved. Whilst the Altus audit did not reveal significant non-compliance issues, there were issues identified and I was still being approached by Altus Traffic employees about pay issues they were experiencing. Whilst the TGS turnaround and quality had improved, they were still provided with deficiencies. In my view, Altus Traffic was still not providing a service to the expected standard.
174. A copy of my email to Mr Donald (and others) dated 22 August 2023 is at **Annexure LH-28, pages 163 to 164** of the Bundle.
175. In response to my email, Mr Murray, CBU's Project Manager, emailed Mr Donald and Mr Freshney of Georgiou responded that he did not think that the GBJV should terminate GBJV's contract with Altus until we observed any disruptive industrial action. He believed that CBU site was isolated away from other projects and that the Altus staff on the CBU site were financially motivated to come to work and did not want to lose their pay day. Although Mr Murray's email was not sent to me, I recall having a discussion with Mr Murray where he expressed this view to me.
176. A copy of Mr Murray's email to Mr Donald and other dated 23 August 2023, is at **Annexure LH-29, page 165** of the Bundle.
177. In addition to these email exchanges, there were several other discussions within GBJV about the issue, considerations and options.

Discussions with Altus

178. Mr Kenny and I had a discussion with Altus Traffic's management on site at the CBU project. I cannot recall those persons' names and or when this occurred. During that discussion I asked how Altus Traffic was progressing its industrial issues with the CFMEU and the AWU. I also raised how the CFMEU's campaign was causing issues on the CBU site and asked how Altus Traffic intended to address the CFMEU's campaign against Altus Traffic.
179. Altus Traffic's management told me that Altus Traffic did not intend to enter into an enterprise agreement with the CFMEU as it did not fit their business model. Altus Traffic's representative said that they knew that Altus Traffic would be targeted at the CBU but they were not in a position to provide us with information about how they intended to resolve their industrial issues. They did not offer any solutions or proposals on how to resolve issues.

Decision to stop using Altus Traffic and to engage KPI

180. As part of GBJV's considerations about managing the challenges with Altus Traffic, the GBJV went through the process of re-engaging with the market to obtain pricing and procurement information from other traffic controller providers. This process was led by Mr Clarke. My understanding was that the traffic controllers that the GBJV had previously approached in around 2023 were approached again. I believe that there were between two to five traffic controller companies that were approached. One of these companies were KPI Traffic Control (**KPI**). The companies were evaluated using criteria with weighting. I cannot recall the specific weighting that was given but there was a price component of around 70% weighting and non-price component of around 30% weighting. Following the evaluation exercise, KPI was highest rated provider and therefore the alternative provider recommended by me and the project team.
181. The SteerCo, having already agreed that the GBJV would reengage the market for traffic control services, were relayed the recommendation by me during a SteerCo meeting. SteerCo meetings are regular meetings attended by the BMD Operations Manager, Georgiou General Manager (or their delegates), Mr Murray and myself. Sometimes Berry Freshnay of Georgiou and Gary Grant of BMD would also join. A decision was made during the SteerCo that rather than terminate Altus Traffic's engagement, we would wind back their engagement on site and perhaps eventually stop engaging them on the CBU site and that we would engage KPI as an alternative provider.
182. This decision was made for several reasons.
183. The CFMEU had said that they would be targeting Altus Traffic at the CBU and other projects of either BMD or Georgiou, and although Altus Traffic was aware that they would be targeted, they did not offer any solutions or proposals on how they would manage the CFMEU targeting them on the CBU site. It seemed to me that Altus Traffic were not proposing to manage the issue at all and that would have associated issues for the CBU. The AWU had also raised concerns about Altus Traffic.
184. On several occasions, including after the audit I refer to above, Altus Traffic's employees had told me that they had not been paid correctly, or that they had been paid late. The non-payment of Altus Traffic's workers' wages was not an issue that I could directly rectify, but it was a contributing factor to not wanting to continue to engage them on site.

185. Further, whilst there was improvement in TGS quality and turnaround by this point, my view was that the quality of their services was still not to the standard expected.

20 September 2023 – CFMEU site visit

186. At around 10am on 20 September 2023, a CFMEU representative attended the CBU site. No right of entry documentation was provided. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
187. The CFMEU representative was most concerned with GBJV's traffic controllers, Altus Traffic.
188. I understood that CFMEU had been having phone calls with Altus crew members during work hours and in person on the Active Transport Path.
189. On 20 September 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the CFMEU site visit.
190. A copy of my email to Mr Demartini and Mr Konecny is at **Annexure LH-30, page 166** of the Bundle.

22 September 2023 – CFMEU site visit

191. At around 7am on 22 September 2023, a CFMEU representative attended the CBU site. GBJV personnel were having a BBQ breakfast on site at the time. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
192. No right of entry documentation was provided.
193. On 22 September 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the CFMEU site visit.
194. A copy of my email to Mr Demartini and Mr Konecny is at **Annexure LH-31, page 167** of the Bundle.

10 October 2023 – AWU and CFMEU attendances

195. On 10 October 2023, representatives of both the AWU and the CFMEU attended the CBU. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
196. Neither entered the site. Both were informal visits, without right of entry notices.
197. The AWU representative attended at around 7am and the CFMEU representative attended at around 10am.
198. As per previous site visits, each union queried the situation with GBJV's traffic control provider, Altus Traffic.
199. On 11 October 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the AWU and CFMEU site visit.

200. A copy of my email to Mr Demartini and Mr Konecny is at **Annexure LH-32, page 168** of the Bundle.

12 October 2023 – AWU attendances

201. On 11 October 2023, the AWU issued a right of entry notice to GBJV for the CBU site, to hold discussions with workers on 12 October 2023.
202. A copy of the right of entry notice is at **Annexure LH-33, page 169** of the Bundle.
203. On 12 October 2023, two representatives of the AWU attended the CBU. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
204. GBJV's Superintendent, Mr Kenny, and I, met with the two AWU representatives.
205. The discussions with the AWU officials focused on the status of the project, including current and forthcoming procurement packages as well as the implementation of BPIC.
206. Consultations with workers took place in and around the site office. Specific concerns regarding GBJV's agreement with Altus Traffic were raised, as well as GBJV's onboarding of our second traffic controller, KPI.
207. On 12 October 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the AWU site visit.
208. A copy of my email to Mr Demartini and Mr Konecny is at **Annexure LH-34, pages 170 to 171** of the Bundle.

BPIC Family violence sessions

209. As part of GBJV's BPIC Envelope 3, GBJV made a commitment for all project personnel to attend a campaign focused on raising awareness of and appropriate responses to, domestic and family violence (**DFV**).
210. GBJV planned to hold 8 sessions between 12 October 2023 and 18 July 2024. The sessions that were scheduled up to March 2024 were held on site and were available to all site personnel, including GBJV staff, subcontractors, consultants and principal and administrative staff.
211. The content of each session was created and delivered by an experienced DFV educational practitioner, CSQ, in consultation with an Aboriginal cultural specialist.
212. Each session was scheduled for approximately one hour with two or three repetitions of that sessions content each day. I expected that all GBJV staff would make time to attend at least one session. I sent a calendar invite to GBJV staff for the first family violence sessions held on 12 October 2023, setting out this view,
213. A copy of my calendar invite to GBJV staff for the 12 October 2023 session titled "Context & terms, DFV & Human Rights" is at **Annexure LH-35, pages 172 to 173** of the Bundle.

DTMR BPIC audit

- 214. On 12 October 2023, I was informed by Mr Clarke that DTMR's "Project Assurance Team" intended to imminently investigate subcontract labour pay rates on CBU and the apparent value that DTMR was deriving from BPIC.
- 215. A copy of Mr Clarkes email to me dated 12 October 2023 is at **Annexure LH-36, page 174** of the Bundle.
- 216. I understood that the intention of the audit was to determine the success of the newly implemented BPIC. I cannot recall if this audit occurred whilst I was employed at BMD.

13 October 2023 – AWU site visit

- 217. On 13 October 2023, an AWU representative attended the CBU site for follow up consultations that they had on around 11 October 2023. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
- 218. There were discussions about the possibility of an AWU delegate being appointed to site. The representative was also complimentary of our site and office block set up.
- 219. On 13 October 2023, I emailed Mr Demartini and Mr Konecny, to inform them of the AWU site visit.
- 220. A copy of my email dated 13 October 2023 to Mr Demartini and Mr Konecny is at **Annexure LH-37, pages 175 to 177** of the Bundle.

16 October 2023 – CFMEU site visit

- 221. At around 11am on 16 October 2023, a CFMEU representative attended the CBU site for follow up consultations that they had on 10 October 2023. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
- 222. The CFMEU Organiser did not enter Site but traversed the Active Transport Path, apparently for conversations with the traffic controllers.
- 223. On 16 October 2023, I emailed Mr Demartini and Mr Konecny, to inform them of the CFMEU site visit.
- 224. A copy of my email dated 16 October 2023 to Mr Demartini and Mr Konecny is at **Annexure LH-38, page 178** of the Bundle.

20 October 2023 – CFMEU site attendance

- 225. On 20 October 2023, a CFMEU Organiser attended the CBU project.
- 226. On 20 October 2023, I emailed Mr Demartini and Mr Konecny, to inform them of the CFMEU site visit. In my email, I say that the CFMEU Organiser did not enter the CBU site but traversed the Active Transport Path to supply the Traffic Controllers with union identified merchandise. I cannot now recall CFMEU organisers handing out

union identified merchandise on the project. There were instances where the CFMEU placed CFMEU branded stickers on cars and barriers that were reported to me. I address these further in my statement. Some workers would have CFMEU stickers on the helmets that they wore.

- 227. A copy of my email dated 20 October 2023 to Mr Demartini and Mr Konecny is at **Annexure LH-39, page 179** of the Bundle.
- 228. CFMEU branding became a pattern at the CBU site. As I address in various sections of my statement, this included placing CFMEU signage over the railing of the Kenmore Road overpass bridge, placing CFMEU stickers and posters on the back of GBJV signs and equipment, and placing CFMEU stickers on BMD cars.

1 November 2023 – AWU site visit

- 229. On 30 October 2023, the AWU issued a right of entry notice to GBJV for the CBU site, to hold discussions with workers on 1 November 2023.
- 230. On 1 November 2023, two representatives of the AWU attended the CBU project. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
- 231. GBJV's Superintendent, Mr Kenny met with the two AWU representatives.
- 232. The AWU representatives spoke with workers in and around the site compound, regarding crew sizes and numbers. No safety inspection took place and no specific concerns were raised.
- 233. On 1 November 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the AWU site visit.
- 234. A copy of my email dated 1 November 2023, to Mr Demartini and Mr Konecny is at **Annexure LH-40, pages 180** of the Bundle.

8 November 2023 - CFMEU site visit

- 235. At around 8am on 8 November 2023, a CFMEU Organiser attended the CBU site. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
- 236. The Organiser did not enter the site, but traversed the Active Transport Path to discuss concerns about the Transport Guidance Scheme (**TGS**) raised by a traffic controller. The concern related to the TGS not being implemented on all occasions.
- 237. On 8 November 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the CFMEU site visit.
- 238. A copy of my email dated 8 November 2023, to Mr Demartini and Mr Konecny is at **Annexure LH-41, pages 181 to 182** of the Bundle.

9 November 2023 – CFMEU to become more active on BMD sites

239. On 9 November 2023, I received an email from Mr Grant, BMD's Regional Construction Manager, forwarding an email from Mr Quay-Verlander, BMD's Operations Manager for Queensland and Northern Territory, that stated that BMD had been advised that the Unions, especially the CFMEU, may become more active on BMD sites.
240. A copy of Mr Grant's and Mr Quay-Verlander's emails dated 9 November 2023, is at **Annexure LH-42, pages 183 to 184** of the Bundle.

14 November 2023 - CFMEU site visit

241. At around 1:30pm on 14 November 2023, Mr Riley attended the CBU site. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
242. Mr Riley conversed with our Superintendent as well as myself and mainly traversed the Active Transport Path engaging with various subcontract and GBJV wages personnel. No safety inspections took place and no specific concerns were raised.
243. On 14 November 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the CFMEU site visit.
244. A copy of my email dated 14 November 2023, to Mr Demartini and Mr Konecny is at **Annexure LH-43, page 185** of the Bundle.

16 November 2023 - WHSQ site visit

245. On 16 November 2023, John Azcune, a WHSQ Inspector, attended the CBU site. Mr Azcune was onsite for about one hour. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
246. Mr Azcune did not perform a documented safety inspection or raise any specific concerns. He had discussions with our site Superintendent, Mr Kenny, and then was escorted along the ATP.
247. On 16 November 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the WHSQ site visit.
248. A copy of my email dated 16 November 2023, to Mr Demartini and Mr Konecny is at **Annexure LH-44, page 186** of the Bundle.

22 November 2023 - CFMEU site visit

249. On 22 November 2023, Dean Mattas (**Mr Mattas**), a CFMEU Organiser, attended the CBU site, following service of a s117 WHS Act right of entry notice on 21 November 2023. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
250. Mr Mattas was accompanied on-site by our Superintendent.

251. Mr Mattas raised specific concerns regarding the authentication of the familiarisation training afforded to Caporn's crane operators across all of their cranes that are currently on-site.
252. On 23 November 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the CFMEU site visit.
253. A copy of my email dated 23 November 2023, to Mr Demartini and Mr Konecny is at **Annexure LH-45, page 187** of the Bundle.

24 November 2023 – Caporn Piling request for union visit updates

254. On 23 November 2023, Caporn Piling asked me to provide them with right of entry permits provided to date and any list of contraventions found. Caporn Piling also asked to be kept updated about union visits to the site.
255. A copy of an email exchange that I had with Mathew Barber of Caporn Piling about this on 23 November 2023 and 24 November 2023, is at **Annexure LH-46, pages 188 to 190** of the Bundle.

28 November 2023 - CFMEU site visit

256. On 28 November 2023, Mr Riley, a CFMEU Organiser, attended the CBU site. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
257. Mr Riley conversed with our Superintendent as well as myself. He also briefly spoke with the traffic control team members. No safety concerns were raised and no requests for documentation was made.
258. On 28 November 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the CFMEU site visit.
259. A copy of my email dated 28 November 2023, to Mr Demartini and Mr Konecny is at **Annexure LH-47, page 191** of the Bundle.

30 November 2023 - CFMEU site visit

260. On 30 November 2023, a CFMEU Organiser for KPI, attended the CBU site. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
261. The CFMEU Organiser conducted welfare checks on the traffic controllers given the heat.
262. No consultation occurred with other GBJV personnel or CBU subcontractors.
263. On 30 November 2023, I sent an email to Mr Demartini and Mr Konecny, informing them of the CFMEU site visit.
264. A copy of my email dated 30 November 2023, to Mr Demartini and Mr Konecny is at **Annexure LH-48, page 192** of the Bundle.

6 December 2023 – CFMEU site visit

- 265. On 6 December 2023, Mr Riley, CFMEU Organiser, attended the CBU site. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
- 266. Mr Riley spoke with a newly appointed delegate within KPI Traffic Control.
- 267. No consultation with other GBJV personnel or CBU subcontractors occurred. No specific concerns were raised by KPI personnel prior to, nor subsequent to, this interaction.
- 268. On 6 December 2023, I emailed Mr Demartini and Mr Konecny, to inform them of the CFMEU site visit.
- 269. A copy of my email dated 6 December 2023 to Mr Demartini and Mr Konecny is at **Annexure LH-49, pages 193 to 194** of the Bundle.

12 December 2023 – CFMEU site visit

- 270. On 12 December 2023, Mr Riley attended the CBU site. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
- 271. Mr Riley informed me and Gavin that Universal Cranes and Capon Piling would remain a focus for the CFMEU in 2024. The CFMEU said that they wanted to get Caporn Piling on one of their Agreements and see their members in Universal Cranes. I do not know what the CFMEU meant when they said they want to see their members in Universal Cranes but I think that may have been a comment to the effect that they want to see their membership increase within Universal Cranes.
- 272. Mr Riley also said that the CFMEU are still curious as to the proximity of the Project Value to the BPIC+ threshold and that CBU would receive visits from Organisers other than Mr Riley in early-2024.
- 273. On 12 December 2023, I emailed Mr Demartini and Mr Konecny, to inform them of the CFMEU site visit.
- 274. A copy of my email dated 12 December 2023 to Mr Demartini and Mr Konecny is at **Annexure LH-50, pages 195 to 196** of the Bundle.

13 December 2023 – CFMEU site visit

- 275. On 13 December 2023, Hoani Edwards (**Mr Edwards**), CFMEU Organiser, attended the CBU site under a right of entry notice. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
- 276. Mr Edwards was on site for about 90 minutes. No requests for documentation were made. No consultation with other GBJV personnel however, Mr Edwards observed and inspected our piling subcontractors' operations. This included accessing the barge which is located at Pier 2.

277. Mr Edwards raised specific safety concerns on the barge regarding:
- (a) availability and capability of the eye wash station;
 - (b) cleanliness and accessibility of the rescue stretcher; and
 - (c) positioning of a welding screen.
278. GBJV's managers and supervisors from Caporn Piling were in attendance and addressed these concerns once raised.
279. Based on Mr Edwards visit, I anticipated that the piling operations would be the subject of greater scrutiny.
280. On 13 December 2023, I emailed Mr Demartini and Mr Konecny, to inform them of the CFMEU site visit.
281. A copy of my email dated 13 December 2023 to Mr Demartini and Mr Konecny is at **Annexure LH-51, page 197** of the Bundle.

2024

282. In 2024, the CFMEU attendances at the CBU site intensified and were more frequent. It seemed to me that from about February 2024, the CFMEU was targeting the GBJV CBU site, with the intention of disrupting progress of the project and intensifying its presence and branding of the site.

9 January 2024 – CFMEU site visit

283. On 9 January 2024, KPI's CFMEU Delegate held off site discussions in Amazons Park with KPI's personnel and GBJV's Superintendent. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
284. No consultation with other GBJV personnel occurred and no specific safety concerns were raised. The attendance was primarily a social one to re-engage for the New Year and check-in on any PPE or other concerns that the KPI personnel may have.
285. On 9 January 2024, I emailed Mr Demartini and Mr Konecny, to inform them of the CFMEU site visit.
286. A copy of my email dated 9 January 2024, to Mr Demartini and Mr Konecny is at **Annexure LH-52, page 198** of the Bundle.

10 January 2024

287. On the morning of 10 January 2024, a CFMEU Organiser and KPI CFMEU delegate attended CBU. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
288. On the same day, at around 11:34am, Michiel Knol of Caporn Piling emailed Andrew Pilecki, GBJV's Project Engineer, saying that the CFMEU had shut the CBU site at Abutment B, due to lack of hard barriers between the slope and the platform at Abutment B and asked when it would be rectified. Mr Knol also advised Mr Pilecki

that the vibro hammer was due to arrive at 07:00am the next morning and that we needed the crane to be available to offload it.

289. Mr Pilecki forwarded the email to me. My understanding was that there was a concern raised about a crane at Abutment B. The concern was that because there was a slope there was potential that the crane could move and whether there was a barrier there to stop the crane from moving. I understood that water-filled barriers were at Abutment B at about 11:45am that day. I was also unsure that the CFMEU had shut down that part of the site. I emailed Mr Pilecki in response to the matters raised by Mr Knol.
290. A copy of the email exchanges between Mr Knol and Mr Pilecki and my email to Mr Pilecki on 10 January 2024 is at **Annexure LH-53, pages 199 to 200** of the Bundle.
291. In addition, on 10 January 2024, an employee of KPI (I refer to him as KPI's site delegate in my emails referred to below) attended the CBU site with a hand-held Wet Bulb Thermometer to take localised readings of temperature and humidity. I understand this was being done to be able to try and send workers home if the temperate reached a certain threshold based on the reading on his thermometer.
292. GBJV had its own monitoring devices and methods to read temperature and humidity. GBJV's position was that it would not recognise the use of non-standard, uncontrolled, uncalibrated gauge thermometers operated by untrained personnel in preference to a BOM Station.
293. On 10 January 2024, I emailed Berry Freshney, Gary Grant (**Mr Grant**), Mr Quay-Verlander and Mr Donald to update them about the KPI delegate's use of the handheld thermometer, as well as CFMEU attendance at site that day. I also emailed Mr Demartini and Mr Konecny about the CFMEU attendance.
294. A copy of my email update dated 10 January 2024 is at **Annexure LH-54, pages 201 to 202** of the Bundle.

11 January 2024 – CFMEU site visit

295. On 11 January 2024, KPI's CFMEU Delegate held off site discussions, mainly on the ATP near the Sinnamon Road intersection, with KPI's personnel and GBJV's Superintendent. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
296. No consultation with other GBJV personnel occurred and no specific safety concerns were raised.
297. A safety concern was later relayed to us, regarding CBU personnel traversing the Sinnamon Road intersection on foot to and from Gate 3. This was rectified that same afternoon with some additional signage.
298. On 11 January 2024, I emailed Mr Demartini and Mr Konecny, to inform them of the CFMEU site visit.
299. A copy of my email dated 11 January 2024, to Mr Demartini and Mr Konecny is at **Annexure LH-55, page 203** of the Bundle.

16 January 2024 – CFMEU site attendance

- 300. On 16 January 2024, Mr Mattas and Mr Edwards attended the CBU site, following service of a s117 WHS Act right of entry notice. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
- 301. The CFMEU Organisers had extended conversations with GBJV's piling subcontractors. This included accessing the pontoon and raising safety concerns about the storage of gas bottles, housekeeping and the landing arrangement for the gangway at Pier 1 'wharf'.
- 302. GBJV's managers and supervisors from Caporn Piling who were in attendance addressed these concerns.
- 303. On 17 January 2024, I sent an email to Mr Demartini and Mr Konecny, informing them of the CFMEU site visit.
- 304. A copy of my email dated 17 January 2024, to Mr Demartini and Mr Konecny is at **Annexure LH-56, page 204** of the Bundle.

February 2024 – Further hiring proposal from the AWU

- 305. As explained earlier, in around May 2023, an Organiser at the AWU suggested that GBJV hire Jake O'Doherty as a CBU site delegate, and in around June 2023, it was determined that Jake did not have the required experience to fulfil the delegate role.
- 306. In February 2024, Mr O'Doherty, Organiser at the AWU, suggested that GBJV hire Jake in a different capacity, as a trainee.
- 307. On 9 February 2024, I emailed GBJV's Recruitment Advisor, Jermaine Sipple, to see if Jake's candidacy as a Trainee had been progressed.
- 308. A copy of my email dated 9 February 2024, to Mr Sipple is at **Annexure LH-57, pages 205 to 206** of the Bundle.
- 309. On 13 February 2024, Tiffany Powell, BMD's Recruitment Officer, informed me that she had been trying to book Jake's medical since December 2023, and that it had finally been confirmed for 19 February 2024.
- 310. On 14 February 2024, I replied to Ms Powell to clarify that the only offer for Jake was as a CW1 on the GBJV Greenfield Agreement, that he was not necessary for the CBU project but could be utilised in Q2 of 2024, and that he was not being employed as a CBU site delegate. I confirmed that, in June 2023, Jake had agreed that he was not qualified nor capable, and that GBJV already had two AWU Delegates on the CBU site.
- 311. A copy of my email exchange with Ms Powell is at **Annexure LH-58, pages 207 to 208** of the Bundle.
- 312. On about 15 February 2024, I was told that Jake was under the impression that he would be paid \$3,000 per week. I never offered this amount to be paid to Jake for a Trainee role.

313. On 15 February 2024, I informed Ms Powell of this and stated that if he didn't turn up for his medical and/or doesn't accept CW1, then GBJV would withdraw the offer and call an end to the exercise of trying to employ him.
314. A copy my email to Ms Powell dated 15 February 2024 is at **Annexure LH-59, pages 209 to 210** of the Bundle.
315. On 20 February 2024, Ms Powell informed me that Mr O'Doherty did not present for his medical on 19 February. On 21 February 2024, I emailed Ms Powell confirming that Jake's employment would not be progressed.
316. A copy of my email to Ms Powell dated 21 February 2024 is at **Annexure LH-60, page 211 to 213** of the Bundle.

22 February 2024 – CFMEU attend the Yard

317. The GBJV (potentially through BMD) leased a site at the Yard Brisbane in Hemmant from around November 2023. I believe the lease was for a period of 6 months. The space was leased for the GBJV to cast the pile cap shells for the CBU.
318. The Yard Brisbane is a shipyard located on the Brisbane River. It is one of the most well-resourced refit facilities in the South Pacific. It is a highly secure facility, with access restricted to authorised personnel.
319. It was reported to me by The Yard representatives that on 22 February 2024, two CFMEU Organisers, Dylan Howard (**Mr Howard**) and James Porter, provided Right of Entry Notices under s117 of WHS Act to access the area leased by the GBJV at The Yard, Hemmant. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
320. It was reported to me by The Yard representatives, that Mr Howard and Mr Porter bypassed The Yard's security in order to enter the site. This was a significant security breach and a significant issue for The Yard's management, as The Yard leases part of its port to other companies, not just to GBJV.
321. Mr Howard and Mr Porter were on site for more than two hours but did not make any requests for documentation and did not conduct any safety inspections, although they did point out minor perceived issues to GBJV's Structure Foreman about the tagging of a fire extinguisher and the control of electrical leads.
322. On 22 February 2024, I emailed Mr Demartini and Mr Konecny to inform them of the CFMEU attendance at GBJV's leased site at The Yard.
323. A copy of my email to Mr Demartini and Mr Konecny, and the attached s117 notices, is at **Annexure LH-61, pages 214 to 216** of the Bundle.

23 February 2024 – AWU vehicle incident

324. Mr Kenny and I had a pre-arranged meeting with two AWU organisers for 8am on 23 February 2024. The AWU had called or sent a note to Mr Kenny earlier in the week to request this discussion.
325. Not long after the AWU meeting commenced, say 8:15am, the door to the meeting room was opened by Mr Howard, Mr Mattas, an employee of KPI (who I believe was

a CFMEU delegate), and another person (**CFMEU Group**). None of the CFMEU Group was invited to the meeting.

326. The CFMEU Group presented their Right of Entry documentation under s117 and entered the meeting room. Whilst the s117 Right of Entry notices were provided, my understanding is that those notices did not provide them with a right to interrupt a pre-scheduled meeting between GBJV and AWU Organisers that was occurring in our onsite office.
327. The interrupted meeting rapidly turned confrontational. The exchanges were frequently heated, bitter, coarse, personal and loud. This was driven by the CFMEU Group and the AWU tried to defend themselves.
328. Most of the discussion centred upon coverage of the CBU site. However, there were allegations of corruption, nepotism, negligence, and ineptitude from the CFMEU Group that was all directed towards the two AWU Organisers. Most of those allegations were replete with insulting language.
329. Because of the disruption the exchange was having to others at the office, Mr Kenny and I suggested that everyone move out of the meeting room, which was in the general area, to a larger induction room. No one agreed to move.
330. From GBJV's perspective, we stated, on the occasions that we were able to get a word in, that we respected both organisations have a role to play at this project in representing any members that they may have, that we respect that, and that we will always have and shall continue to try to facilitate that. Neither of the unions disputed that but frankly, given the battle, they were more interested in each other.
331. Mr Mattas, attempted to make some notes of the discussion. The first note I think he made was the CFMEU's request to terminate the GBJV Greenfield Agreement.
332. The second issue raised was that the CFMEU should ^a become ^{most} a party to the GBJV Greenfield Agreement. Again, this indicated to me that ~~the~~ focus of ~~all~~ of the CFMEU's conduct to date was occurring to force GBJV to enter into and EBA with the CFMEU.
333. The third issue raised was that a subsequent meeting be held on how the parties (GBJV, AWU and CFMEU) could work together going forward. The meeting was suggested to take place the following Wednesday. That meeting never occurred.
334. After about an hour, the meeting concluded. It was apparent to me that the AWU Organisers were adversely affected by the CFMEU Group's behaviour. To my observation they appeared stressed and anxious and upset as a result of the confrontation.
335. Following the confrontation, the CFMEU Group left for a safety walk with GBJV's Superintendent (Mr Kenny) and Safety Manager (Mr Weston). The AWU organisers stayed for a short while with me and the Project Manager.
336. I later learned that whilst this meeting was occurring, a crowd of men wearing CFMEU clothing had gathered near the Gate 1 entrance to the CBU site. Some of those individuals wearing CFMEU clothing were on the edge of Sinnamon Road, straddling the bicycle route above the Jindalee Creek culvert.
337. When the AWU organisers left the CBU site at around 9:45am, I witnessed their vehicles being confronted by a large group of people wearing CFMEU clothing. The

group blocked the cars from exiting the CBU site and then aggressively attacked them.

- 338. The persons in the group pushed, punched, kicked and shook the vehicles whilst screaming obscenities at them. This lasted a few minutes.
- 339. After witnessing this, I joined the CFMEU Group (who were on the safety walk) for the remainder of their site visit. They pretended not to know any of the persons that blocked and attacked the AWU vehicle. However, it was clear to me that those persons were part of the CFMEU, as they were wearing CFMEU branded clothing.
- 340. The CFMEU Group remained on site for about 45 minutes. We walked down to Span 1, spoke about the CBU project, as we typically do on any such walk with either Union.
- 341. The CFMEU Group made comments about it already feeling like 35°C at 10am, intimating that workers should be sent home from the project site. I replied that we were monitoring the situation with an expectation that we would commence an orderly shutdown once that hazard of hot weather couldn't be managed for that day's works.
- 342. The CFMEU Group left the CBU site at around 10:30am. When they left, one of them said to me "winter is coming". It was relayed to me by Mr Kenny that the "winter is coming" phrase is a reference from the Game of Thrones television series and that it means that "war is imminent". I took this as a cryptic threat that the CFMEU were going to cause more trouble for the CBU project and our workers.
- 343. On 24 February 2024, I sent an email to Mr Donald, copying in Mr Grant, Mr Quay-Verlander, Mr Murray and Mr Clarke, informing them of these events.
- 344. A copy of my email dated 24 February 2024 is at **Annexure LH-62, pages 217 to 220** of the Bundle.

24 February 2024 – CCTV request

- 345. On 24 February 2024, I emailed Mr Clarke, to request that he provide me with a copy of any CCTV footage of the incident from the previous day.
- 346. A copy of my email to Mr Clarke dated 24 February 2024 is at **Annexure LH-63, page 221** of the Bundle.

26 February 2024 – GBJV to discuss union activity

- 347. On 26 February 2024, I attended a meeting with Mr Grant, Mr Quay-Verlander, Mr Donald, Mr Murray, Mr Kenny and Mr Weston. The purpose of the meeting was to discuss recent union activity and a strategy of dealing with the unions moving forward.
- 348. At the time of the meeting occurring, the CFMEU attendances on site had been increasing.
- 349. The meeting was called to discuss the escalation of the CFMEU's behaviour, and to determine a strategy of dealing with the unions, particularly the CFMEU, moving forward.
- 350. A calendar invite for the meeting, titled "Recent union activity and way forward", sent to me by Mr Grant, is at **Annexure LH-64, page 222** of the Bundle.

28 February 2024 – CFMEU CBU site blockade

351. It has been relayed to me that from 28 February 2024, the CFMEU were putting up posts on social media about DTMR and Chinese steel.
352. Prior to prestart on 28 February 2024, I observed many individuals with CFMEU merchandise gathering in the Gym car park adjacent to Gate 1 (Camp 2). This was the start of a month's long presence at the gate that was manned by individuals I believe were associated with the CFMEU (I refer to these people as CFMEU associates). My recollection of these matters or what was reported to me set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny.
353. At around this time, a banner was unfurled on Kenmore Road overpass that referred to the steel being used on the CBU as "crap... Chinese steel".
354. That morning, we locked the GBJV gates prior to Pre-Start to prevent the CFMEU personnel, and anyone that would normally park at the site, from entering.
355. At around 7:15am, GBJV was provided with right of entry documentation from Mr Howard and Mr Mattas. At about this same time, several individuals had gathered at GBJV's Gate 1, partially on the ATP, who were displaying signs that said "why is your new bridge being built with cheap imported Chinese steel". Several signs were also placed along Sinnamon Road with other anti BMD slogans.
356. A photo of the banner and a copy of the right of entry notices for Mr Howard and Mr Mattas is at **Annexure LH-65, pages 225 to 226** of the Bundle.
357. During the morning, several discussions were held with the CFMEU Organisers about concerns regarding GBJV's engagement with our piling subcontractor, importation of steel and manning of the marine cranes.
358. The CFMEU protesters remained at Gate 1 for the majority of the day, at least until 3pm. No consultation with GBJV or any other subcontract personnel occurred.
359. A piling cage truck was diverted by the CFMEU associates, then returned later that day. An inbound container of overhead gantry steel plus another that was already on-site were also diverted to another facility for unpacking as a result of the CFMEU associates at Gate 1.
360. The CFMEU Organisers made requests for documentation for the certification of the overhead gantry steelwork and safe work documentation for the crew commissioning the recently arrived marine crane.
361. On 29 February 2024, I emailed Mr Demartini and Mr Konecny, to inform them of the CFMEU site visit.
362. A copy of my email dated 29 February 2024, to Mr Demartini and Mr Konecny, and two photos attached to my email, is at **Annexure LH-65, pages 223 to 226** of the Bundle.

28 February 2024 – Delay costs

363. The CFMEU blockade at Gate 1 of the CBU site on 28 February 2024 caused site access restrictions and resulted in delays in works to be performed on site.

364. On 29 February 2024, Caporn Piling provided written notice of a Delay Event to GBJV as a result of the CFMEU Blockade. Caporn Piling sought payment of \$20,740 in delay costs caused by the CFMEU Blockade.
365. In its letter dated 29 February 2024, Caporn Piling stated that the blockade at the CBU site on Wednesday 28 February 2024 prevented the safe access of Caporn Piling's trucks into site, which had caused delay to the works that Caporn Piling was scheduled to perform. This was as a result of the union led blockade taking place at the front gate.
366. Caporn Piling stated that the access blockage caused a delay to building the pile cage for P1-4 as a result of Caporn Piling being unable to deliver its pile cages to site. This then resulted in Caporn missing the planned concrete pour on Thursday 29 February 2024 for pile P1-4, as the cage had not been built in time. Caporn Piling lost one day of scheduled work.
367. Caporn Piling stated that they assisted with the situation by speaking directly with the CFMEU. It said that it informed the CFMEU that the reinforcement being used for Caporn Piling's works was wholly Australian provided and Australian fabricated locally. They said that this appeased the CFMEU, which then allowed cages to start coming into site at around 1.30pm, which by that point was too late for a concrete pour to take place on that day.
368. A copy of Caporn Piling's letter to GBJV dated 29 February 2024 is at **Annexure LH-66, pages 227 to 230** of the Bundle.
369. Caporn Pilings' claim for Delay Event damages of \$20,700 was approved by GBJV on 14 March 2024.
370. A copy of GBJV's letter to Caporn Piling, approving the Delay Event damages of \$20,700 is at **Annexure LH-67, pages 231 to 232** the Bundle.

28 February 2024 – Local community complaints

371. On about 28 February 2024, GBJV was informed that the Jamboree local councillor, Sarah Hutton, had received a complaint about signs placed along Sinnamon Road and Kenmore Road, along the CBU project site, that stated "Chinese No Deal".
372. The email to Councillor Hutton stated, amongst other things:
- "I was so furious today when seeing the propaganda "Chinese No Deal" for Councillor Sarah Hutton on Sinnamon Road (in front of Jindalee Fitness).
- ...
- The workers literally changed the sign from "Support Local Produces" to "Chinese No Deal".
- ...
- Therefore, I think you guys should think first before making any signs. The people working for you should behave properly and should never hurt any people from different cultural backgrounds including Chinese community..."

373. I did not personally see these signs but it is my belief based on this email that the signs were installed along Sinnamon Road and Kenmore Road by the CFMEU supporters as part of union action against the GBJV CBU project. The signs originally stated "Support Local Producers" and had been changed to "Chinese No Deal" with spray paint. These slogans were references to the gantry steel that was being used on the CBU project. GBJV had purchased the steel from China and the CFMEU was campaigning against the GBJV because of this.
374. On 29 February 2024, I informed DTMR of this incident and offered to invite the local community member who made the complaint for a tour around the CBU project, to confirm that the signs were not GBJV signs and that GBJV does not harbour racist views.
375. A copy of the email complaint to Councillor Hutton dated 28 February 2024 and my email to DTMR dated 29 February 2024 and DTMR's response is at **Annexure LH-68, pages 233 to 235** of the Bundle.

29 February 2024

376. On 29 February 2024, I was copied into an email from Dean Searle, GBJV Foreman at the Yard, informing me of a CFMEU visit.
377. A copy of Mr Searle's email to me dated 29 February 2024, is at **Annexure LH-69, pages 236 to 237** of the Bundle.

Permanent CFMEU attendance

378. From about 28 February or 29 February 2024, there was a permanent presence of protestors camped near the entrance of the CBU site.
379. I call them "protestors" (or elsewhere as "associates") but believe that they were actually CFMEU members or affiliates. The basis for my belief was the fact that the "protestors" were often wearing CFMEU branded apparel, such as CFMEU branded jumpers, jackets and t shirts.
380. The protestors were set up in two separate locations. The first location was a camp near Gate 1 of the CBU site. I say "camp", as the protestors had set up a temporary camping shade cabana and had deck chairs and high visibility flags and traffic cones set up around the shade tent and chairs. This was a permanent fixture that was set up from around 29 February 2024 until at least the time that I left BMD in late March 2024. Elsewhere in my statement I refer to this location as Camp 1.
381. A photograph of the camp near Gate 1 is at **Annexure LH-70, page 238** of the Bundle.
382. The second location in which the CFMEU had a near permanent presence was a grass area right next to the Jindalee 24/7 Carpark, adjacent to the CBU site. There were often groups of 8 or 10 to 20 CFMEU persons gathered in that car park or grass area. There were also a large number of utes, with CFMEU stickers on the windows, parked in the Jindalee 24/7 Fitness gym car park. The owner of the car park complained to me, the local councillor and the Jindalee State MP about the CFMEU occupying his gym car spaces.
383. An aerial photograph from Google maps of the Jindalee 24/7 carpark is at **Annexure LH-71, page 239 to 240** of the Bundle.

384. The other thing that informed my belief that the “protestors” were CFMEU affiliated was the regular visits to the two camps by CFMEU Organisers. On several occasions I saw Mr Riley, Mr Howard or Mr Mattas speak with the protestors in the Jindalee 24/7 carpark or at the protestor camp set up near Gate 1 of the CBU site.
385. On one occasion it was pointed out to me by Mr Kenny and Sead Jukic (**Mr Jukic**), CBU General Forman that Michael Ravbar (**Mr Ravbar**) was attending the CFMEU camp near Jindalee Fitness, or as I refer to elsewhere in my statement as Camp 2. Mr Ravbar spoke with the persons whom I believed to be CFMEU sympathisers who were at Camp 2.

5 March 2024 – Cody Raymond appointed CBU site delegate

386. On around 5 March 2024, Cody Raymond (**Mr Raymond**) was accepted as a CFMEU site delegate on the CBU project. This occurred following consultation between GBJV workforce and the CFMEU.
387. The AWU's site delegate choice, Paul Arcadiou, remained an AWU site delegate for the CBU project.
388. On 8 March 2024, I sent an email to Berry Freshney, Mr Grant, Kieran Walters and Mr Quay-Verlander, providing them with a weekly update. In that update, I informed them of the appointment of Mr Raymond as the CFMEU's CBU site delegate.
389. A copy of my email dated 8 March 2024 is at **Annexure LH-72, page 241 to 242** of the Bundle.

5 March 2024 – CFMEU site attendance

390. On 5 March 2024, I emailed Mr Demartini and Mr Konecny, to inform them that the CFMEU had issued s484 right of entry notices the day prior for Mr Howard and Mr Mattas and that we expected their attendance on site that day.
391. A copy of my email dated 5 March 2024, to Mr Demartini and Mr Konecny is at **Annexure LH-73, page 243 to 248** of the Bundle.
392. On 5 March 2024, Mr Howard and Mr Mattas' attended the CBU site. Hayden Turner-Davey (**Mr Turner-Davey**) from the CFMEU also attended the site, and provided a s484 Right of Entry notice upon his arrival. My recollection of the attendance or what was reported to me about the attendance (as applicable) set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.
393. The CFMEU Organisers attended to speak with workers. At the time of their arrival, the workers had already been rained off that morning. Most personnel had concluded their lunch break and were waiting for the Organisers from 12:30pm. The session concluded at 1:30pm and the Organisers attending did not speak with either Mr Kenny nor myself upon their departure.
394. The Organisers did not conduct a safety inspection or make any requests for documents.
395. On 5 March 2024, I provided an update via email to Mr Demartini and Mr Konecny about the CFMEU Organisers' visit to the CBU site that day.

396. A copy of my email update dated 5 March 2024 is at **Annexure LH-74, page 249** of the Bundle.

6 March 2024 – CFMEU Gate 1 update

397. On 6 March 2024, I provided an update to Mr Demartini and Mr Konecny about the CFMEU persons gathering around the GBJV CBU site's Gate 1.
398. I informed Mr Demartini and Mr Konecny that the CFMEU had been present most weekdays since 29 February 2024, which was about 5 days.
399. A copy of my email to Mr Demartini and Mr Konecny is at **Annexure LH-75, page 250** of the Bundle.

5 March 2024 – DTMR reiterate daily updates required

400. On 5 March 2024, Damitha Peiris, Project Engineer of DTMR, requested that the GBJV provide a daily update on all union activity on the CBU site as soon as it occurs. At this time the CFMEU presence including those gathered at either of Camp 1 and/or 2 had become constant so I had not been providing updates to the effect of 'they are still there'.
401. The request was for an SMS update to be provided ASAP and a summary email to be provided later in the day.
402. A copy of an email from Ms Peiris, forwarded to me by Mr Demartini is at **Annexure LH-76, pages 251 to 252** of the Bundle.

5 March 2024 – documents relating to overhead gantry steel

403. On 5 March 2024, I emailed Mr Donald and other GBJV personnel to inform them that I was anticipating a s118 WHS Act Notice requesting documents relating to the overhead gantry steel that that was being fabricated by Qingdao Yinglong.
404. We had been compiling Quality Assurance (**QA**) records for GBJV's own purposes. However, I had given the team strict instructions that nothing was to be transmitted until it had gone through the GBJV legal team and then me.
405. A copy of my email to Mr Donald and others dated 5 March 2024 is at **Annexure LH-77, pages 253 to 254** of the Bundle.

7 March 2024 – Domestic violence training

406. On 7 March 2024, GBJV held its fourth domestic and family violence module for GBJV staff and workers on the CBU site.
407. As addressed above, as part of GBJV's BPIC Envelope 3, GBJV made a commitment for all project personnel to attend a campaign focused on raising awareness of and appropriate responses to, domestic and family violence.
408. The session held on 7 March 2024 was titled "Generational effects of DFV". The content of each session was created and delivered by an experienced DFV educational practitioner, CSQ, in consultation with an Aboriginal cultural specialist.
409. A copy of my calendar invite to GBJV staff for the 7 March 2024 session titled is at **Annexure LH-78, page 255** of the Bundle.

7 March 2024 – CBU site media attendance

- 410. Ms Crook reported to me that on 7 March 2024, Channel 7 camera crews attended the CBU site at around 9:30am. The camera crew filmed footage out the front of the CFMEU and their signage.
- 411. A copy of an email from GBJV's Senior Community Relations Officer informing me of the Channel 7 camera crew site visit is at **Annexure LH-79, page 256 to 257** of the Bundle.

8 March 2024 – Jindalee 24/7 Fitness complaint

- 412. On 8 March 2024, Doug Curtis, owner of Jindalee Fitness 24/7, located near the CBU project site called Ms Crook to say that he'd rung the office of the Jindalee member of parliament, Jess Pugh (**Ms Pugh**), to complain about the CFMEU parking in his gym car park and the behaviour of the CFMEU persons.
- 413. Ms Pugh had apparently visited his gym within 30 minutes of the call and spoke to the staff about it. Ms Pugh was going to let the Minister know what the CFMEU had been doing and apparently said she would contact GBJV about the issue as well.
- 414. A copy of an email from Karen Crook, GBJV Senior Community Relations Officer, informing me of Mr Curtis' complaint to Ms Pugh is at **Annexure LH-80, page 258** of the Bundle.

12 March 2024 – CFMEU stickers placed on GBJV vehicles

- 415. GBJV provides its Project Engineers, and other senior staff working on the CBU project, with work vehicles. Each of those vehicles has a distinctive BMD-themed license plate, typically with "BMD" followed by 3 numbers.
- 416. It was reported to me that on around 12 March 2024, two BMD utes, parked across the road from the GBJV office in Jindalee Queensland, had CFMEU stickers placed on the doors, side windows, rear windows and side mirrors of the vehicles.
- 417. The stickers were branded with CFMEU slogans including "CFMEU, whatever it takes", "100% Union CFMEU", "Safety before profits CFMEU", "We will never be silent on safety CFMEU".
- 418. On 12 March 2024, Amy Hudson, GBJV Project Engineer, copied me into an email about the stickers being placed on her BMD vehicle. As explained in the email, the stickers were first noticed by her colleague when driving the vehicle. The stickers on the side mirrors were a distraction when using the mirrors to change lanes and turn.
- 419. A copy of Ms Hudson's email dated 12 March 2024, together with attached photos of the stickers on the BMD vehicles, is at **Annexure LH-81, pages 259 to 267** of the Bundle.

13 March 2024 – steel delivery blockade

- 420. On 13 March 2024, the CFMEU blocked Gate 1 of the CBU site, preventing delivery of gantry steel for the project. My recollection of what occurred or reported to me about the attendance set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.

421. Two truckloads of steel deliveries were blocked by the persons wearing CFMEU clothing at Gate 1. The first truck arrived at about 6:15am and was unable to enter the site because about 15 of these people blocked the load causing traffic to immediately queue along Sinnamon Road.
422. Gate 1 remained blocked, and traffic queued for some time. We were aware of various radio stations broadcasting traffic alerts.
423. I did not see the second load near Gate 1, but it was reported to me that the driver reported that he was 'bullied and harassed' prior to getting near Gate 1 so he drove off.
424. GBJV called Queensland Police to assist entry of the load. However, the Police ultimately directed the first load to leave site to release traffic.
425. Most of the people wearing the CFMEU clothing dispersed once the truck carrying the steel drove off, but a few remained at Gate 1, or returned to the CFMEU camp near Gate 1, or to the Jindalee 24/7 Fitness carpark (Camp 2).
426. As at 13 March 2024, the CFMEU blockade had prevented steel from being delivered to the CBU site on at least two occasions. Cutting of the temporary pile heads was due to commence on 18 March 2024 and installation of that steel thereafter. It was crucial for the CBU project for the steel to be delivered.
427. On 13 March 2024, I provided an email update to Mr Demartini and Mr Konecny about this incident on 13 March 2024.
428. A copy of my email to Mr Demartini and Mr Konecny is at **Annexure LH-82, page 268 to 269** of the Bundle.
429. On 15 March 2024, I provided Mr Donald with a photo of a group of men blocking the delivery of steel to the CBU site on 13 March 2024. The men are wearing CFMEU branded clothing. I also provided a link to video footage of the blockade.
430. A copy of my email to Mr Donald dated 15 March 2024, and attached photo, is at **Annexure LH-83, pages 270 to 272** of the Bundle.
431. On 18 March 2024, I emailed more photos of the CFMEU blockade that occurred on 13 March 2024, to Mr Donald and other GBJV personnel.
432. A copy of my email to Mr Donald and the attached photos is at **Annexure LH-84, pages 273 to 276** of the Bundle.

13 March 2024 – CFMEU right of entry notice

433. Later on 13 March 2024, the CFMEU provided a right of entry notice under s117 of the WHS Act, for Mr Turner-Davey to inspect documentation regarding the imported gantry steel.
434. The notice asserted that the steel was non-compliant due to the boron content of the steel. The assertion had no foundation and the notice did not specify any basis upon which the assertion was made.
435. The notice sought production of material testing certificates for the gantry steel..

436. The GBJV did not provide any documents for inspection on 13 March 2024.
437. A copy of the notice dated 13 March 2024 is at **Annexure LH-85, pages 277 to 278** of the Bundle.

13 March 2024 – Options for dealing with the CFMEU

438. As at 13 March 2024, the behaviour of the CFMEU on and around the CBU project site had been escalating. GBJV had been having internal discussions about how to deal with the CFMEU to minimise site interruptions.
439. On around 13 March 2024, an internal GBJV meeting was held to discuss the options to address the CFMEU's conduct.
440. Prior to that meeting, I sent a calendar invite to Berry Freshney, Mr Grant, Mr Kenny, Mr Quay-Verlander, Mr Murray, Mr Clarke, Mr Donald and Jonty Bekkers to meet to discuss this issue. My calendar invite contained a table of options to deal with the CFMEU. That table had been prepared by Jonty Bekkers.
441. A copy of my calendar invite for the 13 March 2024 meeting, including the table of options, is at **Annexure LH-86, pages 279 to 280** of the Bundle.
442. In the calendar invite, I expressed my view that a collaborative pathway forward with the CFMEU had ended, and that I believed the GBJV needed to use a combination of low and moderate level options included in the table.
443. Those options included:
- (a) Writing a letter to the CFMEU putting them on notice and seeking an undertaking from them that the action will stop etc or we will take them to court (low level option).
 - (b) Meeting with the police off-site and explore avenues available to us through them/brief them on the situation so they have an understanding when they get called out. Arm them with the information and organise a meeting with the right person within QPS.
 - (c) Contacting the Fair Work Ombudsman and report the behaviour/seek their support.
 - (d) Making a "stop action" application to the Fair Work Commission against the CFMEU as an employer organising the action.
444. The table also included a "Nuclear" option of engaging lawyers to explore seeking urgent injunctive from the Courts.
445. I note that this "nuclear" option is ultimately what occurred on 15 May 2024, when BMD obtained an injunction in the Federal Court of Australia from the Honourable Justice Logan, restraining the CFMEU, (whether by its delegates, office holders, employees, or other representatives) and nine named Organisers and Delegates from:
- (a) physically obstructing or physically impeding the free movement of goods or people to and from the Project or a Point of Entry;

- (b) aiding, abetting, counselling, procuring or inducing any person to engage in the conduct referred to in order(a) above.

446. I was not employed by BMD at the time of the injunction being obtained, but I am aware of the injunction from my employment at Georgiou and because it is in the public domain.

14 March 2024

447. On 14 March 2024, Mr Howard and Hayden Turney-Davey, two CFMEU Organisers, issued right of entry notices under s117 of the WHS Act. The Right of Entry notices requested the provision of information and documents for testing of boron content for the gantry steel that GBJV had imported for installation on the CBU site.

448. A copy of the Right of Entry notices dated 14 March 2024 is at **Annexure LH-87, page 281 to 282** of the Bundle.

449. GBJV did not provide the requested information or documentation.

13 March 2024

450. I am aware that on 13 March 2024, the Courier Mail published an article titled "Western Fwy grinds to a halt as union protest on 'Chinese' steel hits Centenary bridge works".

451. The article reported, amongst other things, that "*Militant construction union the CFMEU have been picketing the site, with about a dozen men in black CFMEU shirts on the fringes of the construction zone...Facebook posts from residents blamed the union, but it denied involvement. It was understood the union instead blamed contractor BMD Construction, claiming BMD wanted to make it look like the union was causing trouble.*"

452. Any suggestion that BMD was causing blockades to its own site to make the CFMEU look bad was a blatant lie.

453. In the article, it was also reported that then Public Works Minister Mick de Brenni claimed that the CBU Project site was "under siege from the Greens".

454. A copy of the Courier Mail article dated 15 March 2024 is at **Annexure LH-88, pages 283 to 287** of the Bundle.

17 March 2024

455. It was reported to me that on Sunday 17 March 2024, around 8 CFMEU protestors were still in the Gym carpark adjacent to the CBU site in the evening.

456. On Sunday 17 March 2024, I received an email from Sead Jukic, CBU General Foreman, informing me of the CFMEU attendance in the gym carpark.

457. A copy of Mr Jukic's email to me dated Sunday 17 March 2024, is at **Annexure LH-89, page 288** of the Bundle.

18 March 2024

458. On 18 March 2024, I emailed Mr Jukic, asking that he provide me with a copy of the video footage that he took of Queensland Police talking the CFMEU protestors and, the CFMEU protestors standing in front of the truck.
459. A copy of my email to Mr Jukic dated 18 March 2024, is at **Annexure LH-90, page 289** of the Bundle.

18 March 2024 – GBJV meeting with Jindalee 24/7 Fitness

460. On 18 March 2024, Ms Crook and I met with Doug Curtis, the owner of Jindalee 24/7 Fitness. Mr Curtis had previously made complaints GBJV, the local council and State Member of Parliament about the CFMEU parking in his gym car park and their behaviour towards him.
461. At our meeting Mr Curtis expressed his anger and frustration with the actions of the CFMEU sympathisers. He told us that he had 19 complaints from his patrons about the CFMEU. He also said that he has had direct contact with the CFMEU.
462. Mr Curtis confirmed that he had also reached out to the Member for Mount Ommaney too. Based on this I formed the view that it would be worthwhile that I have a direct discussion with the Member for Mount Ommaney, as the CFMEU presence is likely to continue.
463. On 18 March 2024, I emailed Mr Demartini and Mr Konecny about this.
464. A copy of my email dated 18 March 2024 to Mr Demartini and Mr Konecny is at **Annexure LH-91, page 290 to 292** of the Bundle.

18 March 2024 – CFMEU night visit

465. It was reported to me that on 18 March 2024 at around 9:55pm, two CFMEU Organisers walked into the CBU site. They were stopped by Mr Jukic, who asked why the Organisers were on site.
466. The Organisers informed Mr Jukic that they were there to speak with workers. Mr Jukic informed the Organisers that only two Traffic controllers were working on Centenary Highway.
467. The Organisers exited the site and walked along footpath to see and speak with traffic controllers. The onsite security cameras would have recorded the CFMEU organisers leaving site at about 10:25pm.
468. On 19 March 2024, I received an email from Mr Jukic, informing me of the CFMEU Organisers' evening site visit.
469. This was the second instance of an unauthorised entry into the CBU site in that week.
470. A copy of Mr Jukic's email to me dated 19 March 2024, is at **Annexure LH-92, page 293** of the Bundle.
471. On 19 March 2024, I provided an email update to Mr Demartini and Mr Konecny of this unauthorised access.

472. A copy of my email to Mr Demartini and Mr Konecny dated 19 March 2024 is at **Annexure LH-93, page 294 to 295** of the Bundle.

19 March 2024

473. On 19 March 2024, Mr Weston provided an email update to me and others of the GBJV of the union visits between 29 March 2023 and 19 March 2024 and attached a register of the unofficial union attendances. Mr Weston said in his email that as at 19 March 2024, there had been 20 unofficial visits from the CFMEU, 6 unofficial visits from the AWU and 21 notices of entry issued by the CFMEU. Those statistics were from 29 May 2023 to 19 March 2024, and I believe that tally to be true.
474. A copy of Mr Weston's email to me and others dated 19 March 2024, and the attached register of union attendances, is at **Annexure LH-94, pages 296 to 300** of the Bundle.

19 March 2024

475. It was reported to me that on 19 March 2024, most of the individuals associated with the CFMEU had left the Gate 1 entrance of the CBU site by around 10pm. However, about 8 remained in the Gym carpark that evening.
476. On 20 March 2024, I received an email from Mr Jukic informing me of the CFMEU attendance in the gym carpark that prior evening.
477. A copy of Mr Jukic's email to me dated 20 March 2024, is at **Annexure LH-95, pages 301 to 302** of the Bundle.

20 March 2024 – Fabricated steel meeting

478. On around 20 March 2024, I attended a meeting with Berry Freshney, Mr Grant, Mr Kenny, Mr Quay-Verlander, Mr Clarke, Mr Murray and Mr Donald.
479. I organised the meeting and sent a calendar invite to all attendees.
480. The purpose of the meeting was to discuss GBJV's options to deal with the CFMEU and the interruptions caused to the CBU site by the CFMEU.
481. In my calendar invite, I set out my view that GBJV should re-open discussions with the CFMEU regarding QA documents for the overhead gantry steel, deliver Precast Mould containers the following week, commence Gantry Steel deliveries the week after Easter and prepare for a spray of CFMEU s117 Notices as Overhead Gantry Steel is installed.
482. I formed this view on the basis that Queensland Police had not and would not help to move on the CFMEU protestors for blocking steel deliveries.
483. A copy of my calendar invite for the meeting on 20 March 2024 is at **Annexure LH-96, page 303 to 304** of the Bundle.

20 March 2024 – options to deal with CFMEU

484. At around 12:28pm on 20 March 2024, I sent an email to Berry Freshney, Mr Grant, Mr Kenny, Mr Quay-Verlander, Mr Clarke, Mr Murray and Mr Donald about the discussion I had with DTMR and the Administrators.

485. In that email, I detailed that unless a resolution was reached with the CFMEU protestors blocking the delivery of steel to the CBU site, that the GBJV would incur losses in excess of \$250,000 per week.
486. At the time of sending that email, 2 containers of steel were overdue, 6 trucks carrying beams were due for arrival over the next few weeks and the balance of materials would arrive per fortnight until mid-May.
487. I noted that GBJV's options were to:
- (a) confront the CFMEU protestors that were conducting surveillance on the CBU site and blocking the gates, but that the success of this option was uncertain as police had not assisted in this past;
 - (b) commence legal proceedings, but that this was also uncertain, and would be expensive and time consuming; and
 - (c) to negotiate an outcome with the CFMEU.
488. In my email I stated that I wanted to reach consensus on this issue, as the decision reached could result in 10 weeks of turmoil with the CFMEU and advised that Jack Ryan who was Acting District Director of DTMR would be available the following day or the Friday coming.
489. Mr Quy-Verlander, BMD Operations Manager of QLD and NT informed me that he could meet the following day at 12pm.
490. A copy of my email dated 20 March 2024, and Mr Quy-Verlander's response is at **Annexure LH-97, page 305 to 306** of the Bundle.

20 March 2024 – Request for meeting with Member for Mount Ommaney

491. On 20 March 2024, I emailed GBJV's Senior Community Relations Officer, Karen Crook, to ask that a meeting be arranged with the Member for Mount Ommaney, Ms Jessica Pugh, at her office.
492. I wished to discuss the presence of the CFMEU in the carpark of Jindalee 24/7 Fitness, following the complaints made to GBJV by the gym's owner, Mr Curtis. I thought that the discussion could provide Ms Pugh with further information if she required it to respond to any further queries she may receive.
493. A copy of my email to Ms Crook dated 20 March 2024 is at **Annexure LH-98, page 307 to 310** of the Bundle.
494. Ms Crook emailed DTMR to arrange the meeting with Ms Pugh.
495. On 20 March 2024, Ian Gahoy, Senior Communications Advisor at DTMR, informed Ms Crook that DTMR had received a direction against meeting with elected representatives, as meeting with representative was a "very sensitive" topic.
496. A copy of an email from Mr Gahoy dated 20 March 2024 is at **Annexure LH-99, pages 311 to 315** of the Bundle. Ms Crook relayed this information to me.

497. I was disappointed that we would not have an opportunity to have the discussion with Ms Pugh because I thought she could have been assisted with the additional information we could provide.

20 March 2024 – Bicycle path complaint

498. On 20 March 2024, GBJV received an email Complaint from Chris Cox of the Brisbane West Bicycle User Group about the CFMEU protestors partially blocking the bike path on Sinnamon Road.
499. Mr Cox's email stated that the positioning of the CFMEU protestors along Sinnamon Road was increasingly posing a hazard to users of the active travel path. The evening of 19 March 2024, CFMEU persons were gathered across the entrance to the pathway from Sinnamon Road.
500. Mr Cox's email contained a photo, that appeared to have been taken whilst he was riding his bike, showing the group of protestors partially blocking the path, with a tent shade set up on part of Sinnamon Road.
501. Mr Cox also complained that on 20 March 2024, the CFMEU protestors tent and chairs were significantly on the bike path, reducing the usable width of the path. Mr Cox attached a photo of that issue as well.
502. A copy of Mr Cox's email and the attached photos is at **Annexure LH-100, pages 316 to 317** of the Bundle.
503. I formed the view that this was an issue that needed to be raised directly with the CFMEU. On 21 March 2024, I directed Ms Crook to tell Mr Cox to direct his complaint to the CFMEU.
504. At **Annexure LH-101, page 318 to 320** of the Bundle is an email that I sent to Ms Cook dated 21 March 2024 with that direction.

21 March 2024 GBJV meeting

505. On 21 March 2024, Berry Freshney, Mr Grant, Mr Kenny, Mr Quay-Verlander, Mr Clarke, Mr Murray, Mr Donald, Mr Demartini, Mr Konecny and I met to discuss the inbound fabricated steel and a strategy to deal with the CFMEU.
506. At that meeting it was agreed that that I could engage with the CFMEU to discuss resolving matters by the GBJV providing the CFMEU the QA documentation about the imported steel and its boron content, allowing the CFMEU to nominate a testing firm to conduct additional testing that the GBJV would then provide to the CFMEU, if the CFMEU would lift the blockade that was preventing the steel from being delivered.
507. At **Annexure LH-102, page 321** of the Bundle is a calendar invite that I sent for the meeting on 21 March 2024.

20 March 2024 – CFMEU night attendance

508. It was reported to me that on 20 March 2024, around 8 CFMEU protestors were still in the Gym carpark adjacent to the CBU site in the evening. They remained there for most of the night.
509. Mr Jukic informed me of the CFMEU attendance in the gym carpark via email.

510. A copy of Mr Jukic's email to me dated 21 March 2024, is at **Annexure LH-103, page 322 to 323** of the Bundle.

21 March 2024 – DTMR request to remain updated

511. On 21 March 2024, Mr Demartini forwarded me an email from Damitha Peiris, Principal Engineer at DTMR, requesting that the GBJV inform DTMR of the CFMEU trespassing on site during night shifts.
512. DTMR noted that it had been informed of this verbally, but that no formal reporting had occurred.
513. A copy of Mr Demartini and Mr Peris' emails is at **Annexure LH-104, page 324 to 325** of the Bundle

21 March 2024 – Update to DTMR and SMEC

514. On 21 March 2024, I received a request from Fran Knight of DTMR, to provide an update on the efforts taken to deliver the gantry steel to the CBU site.
515. In response, on 21 March 2024 I provided Mr Demartini of SMEC with a detailed email update on the issues caused by the CFMEU in relation to the delivery of the overhead gantry steel to the CBU project site and the efforts that GBJV were taking to resolve the issue. I copied DTMR into that email update.
516. In that email, I noted that on 13 March 2024, GBJV attempted to transport two loads of Overhead Gantry Support Steelwork to site. CFMEU sympathisers had already established a presence at our Gate 1 which was dramatically reinforced (i.e., numbers increased five-fold overnight) prior to the deliveries' arrival.
517. The CFMEU sympathisers refused entry to these trucks and police were called. However, the Police's objective was to remove the hazard to public amenity, by stopping the truck from blocking early morning traffic. The police did not assist GBJV deliver the steel. As a result, the trucks were moved and on returned to depot. The delivery failed.
518. As a result of the CFMEU blocking the delivery of steel, the overhead gantry steel was being forwarded to Blue Water Shipping for storage. The CFMEU were aware of this and started conducting surveillance at Blue Water Shipping's (**BWS**) facility. This included confronting and questioning BWS's staff. BWS had understandably raised concerns with GBJV about remaining involved in the project as a result of this conduct by the CFMEU.
519. The CFMEU were aware that the overhead gantry steel had previously been transported by Arrow Transport who are neighbours of Blue Water Shipping at the Port of Brisbane. The CFMEU had also conducted surveillance of Arrow Transport and questioned their staff about the movement of the steel, intimating future difficulties for Arrow's business should they help GBJV to move the overhead gantry steel.
520. Arrow Transport expressed their concerns to Blue Water Shipping about this conduct.
521. GBJV had considered delivering the gantry steel via water, however this was not a viable option, as GBJV must commence construction from the Jindalee-end.

522. The creation of an alternative access point to the CBU site was considered. This would have involved constructing an entry point directly from the Motorway, however, this would have taken months to construct and would further restrict the working space needed to actually construct the Overhead Gantry. The other difficulty with this option was that this would only work as an entry and the trucks would have to reverse out each night under traffic control, which could also be readily blockaded by the CFMEU.
523. A copy of my email to Mr Demartini, updating him on the matters in above paragraphs 516 to 523 is at **Annexure LH-105, page 326 to 328** of the Bundle.
524. On 21 March 2024, I also emailed Mr Demartini regarding the potential impacts to the construction programme of the CBU project if the non-delivery of the gantry steel to the CBU site continued.
525. In that email I stated that it was my best estimate that if GBJV was not installing Overhead Gantry Support Steelwork and hadn't commenced mould assembly by mid-April, then the project would be in delay with ill-effects compounding from there.
526. Similarly, by late-May or early-June, GBJV would cease to have a viable number of workable fronts and the project would have to enter a care and maintenance only phase.
527. I included a table in my email setting out the continuing activities and my comments on those activities.
528. A copy of my email to Mr Demartini, updating him on the matters in above paragraphs 523 to 527 at **Annexure LH-106, page 329 to 331** of the Bundle.

22 March 2024 – BWS and GBJV meeting

529. On or around 22 March 2024, a Teams Meeting was held between Blue Water Shipping and GBJV to discuss the CFMEU.
530. The meeting was held over Microsoft Teams. I attended the meeting with William Tanzer (BWS), Vicky McLean (BWS), Chris Ridhwell (BWS), Mr Murray, Mr Kenny and Anthony Parlato.
531. During the meeting, BWS raised their concerns about being the CFMEU issues they were experiencing. The BWS raised that they had not had to deal with industrial issues like this in the past and were not aware of right of entry and other requirements. They expressed their concern about maintaining security for their other customers. The GBJV representatives explained the right of entry processes and advised BWS that it was considering all the options to have the steel delivered from the BWS premises to the CBU site.
532. At **Annexure LH-107, page 332** of the Bundle is a calendar invite to the Teams meeting.

25 March 2024 – GBJV CFMEU agreement to test gantry steel

533. On 25 March 2024, Mr Kenny and I had a discussion with Mr Turner-Davey and agreed that GBJV would arrange for at least two testing firms, nominated as LMats and MechTest, to sample and conduct Chemical Composition testing on the

fabricated steel for Overhead Gantry Steel support structure, which was located in storage at Port of Brisbane.

- 534. Following the arrival of a shipment the prior weekend, approximately 30% of the beams and pedestals, and 20% of the chords were in Australia.
- 535. GBJV agreed that it would arrange for the designers of the Overhead Gantry Steel support structure to be in attendance so that faults or defects are not introduced to these elements during the sampling process.
- 536. GBJV agreed that it would not take site delivery of the materials comprising the Overhead Gantry Steel support structure until this sampling and design process has been satisfactorily completed.
- 537. On 25 March 2024, I emailed Mr Howard and Mr Turner-Davey of the CFMEU, as well as various GBJV personnel about this agreement.
- 538. A copy of my email dated 25 March 2024 is at **Annexure LH-108, pages 333 to 335** of the Bundle.

Costs of steel testing and steel delivery delays

- 539. The chemical composition testing of the overhead gantry support steelwork was demanded by the CFMEU. At the time of agreeing to the tests, it was estimated that testing would cost around \$50,000 to \$75,000. However, I do not know whether this amount was actually spent on testing.
- 540. We agreed to test the steel gantry in an effort to bring an end to the CFMEU's disruption to the CBU site, including the blockage of steel deliveries.
- 541. GBJV was due to start cutting pile heads on 28 March 2024, as preparation to install the pedestals for the Overhead Gantry Support steelwork.
- 542. However, due to the CFMEU's blockage of the delivery of steel to the CBU site, the absolute earliest that it would have been able to occur was 9 April 2024. A delay of about 16 working days to an activity that initially had 31-days Float in GBJV's Rev D program.
- 543. As a result of the blockage of steel delivery by the CFMEU and the testing process, I estimated that installation of the overhead gantry support steelwork would occur until late July 2024.
- 544. As at 26 March 2024, in an email to Mr Donald, I said that the estimate that the CFMEU's campaign of CBU's use of the gantry steel was \$500,000.
- 545. On 26 March 2024, I provided an email update to Mr Donald on the matters set out in above paragraphs 539 to 544, so that he could update DTMR on those issues.
- 546. At **Annexure LH-109, page 336 to 337** of the Bundle is a copy of my email to Mr Donald dated 26 March 2024.

25 March 2024 – CFMEU attendance

- 547. On 25 March 2024, two CFMEU Organisers attended the CBU site. My recollection of the attendance or what was reported to me about the attendance (as applicable)

set out in this statement is based on the email summary I sent to Mr Demartini and Mr Konecny about the attendance.

548. Only minimal conversations took place with subcontractors and no formal safety inspection occurred. However, some minor perceived grievances about cleanliness of the ATP surface, on site parking signage and a few other minor issues were raised.
549. As per previous days, the blockade of Gate 1 continued, day, night and on weekends.
550. On 25 March 2024, I emailed Mr Demartini and Mr Konecny to update them about this.
551. A copy of my email to Mr Demartini and Mr Konecny dated 25 March 2024 is at **Annexure LH-110, page 338 to 339** of the Bundle.

27 March 2024 – CFMEU posters

552. It was reported to me that on 27 March 2024, the CFMEU placed large stickers on BMD worders' cars that stated "BMD Imported Steal, No Deal!".
553. A copy of an email dated 28 March 2024 and an attached photo of a sticker on the passenger window of a BMD vehicle is at **Annexure LH-111, page 340 to 342** of the Bundle.

Late March 2024

554. On 27 March 2024, my employment with BMD ended, at the election of BMD.

April 2024

555. On 15 April 2024, I commenced employment with Georgiou as a Senior Project Manager.
556. I did not continue to work on the CBU Project once I commenced employment at Georgiou.

I affirm the contents of this statement are true.

Leigh Hahn

Signature of Deponent

Place Sydney

Date 22/07/2026

Vanessa Lac

Before me (signature of witness)

Vanessa Sze-Hang Lac

Full name of witness (please print)

Franklin Athanasellis Cullen Pty Ltd

Place of Employment

☐ Justice of the Peace (JP #)

☐ Notary public

☒ Lawyer

☐ Other authorised person (specify)

☒ I am a special witness under the *Oaths Act 1867* (Qld)

☒ This document was made in the form of an electronic document

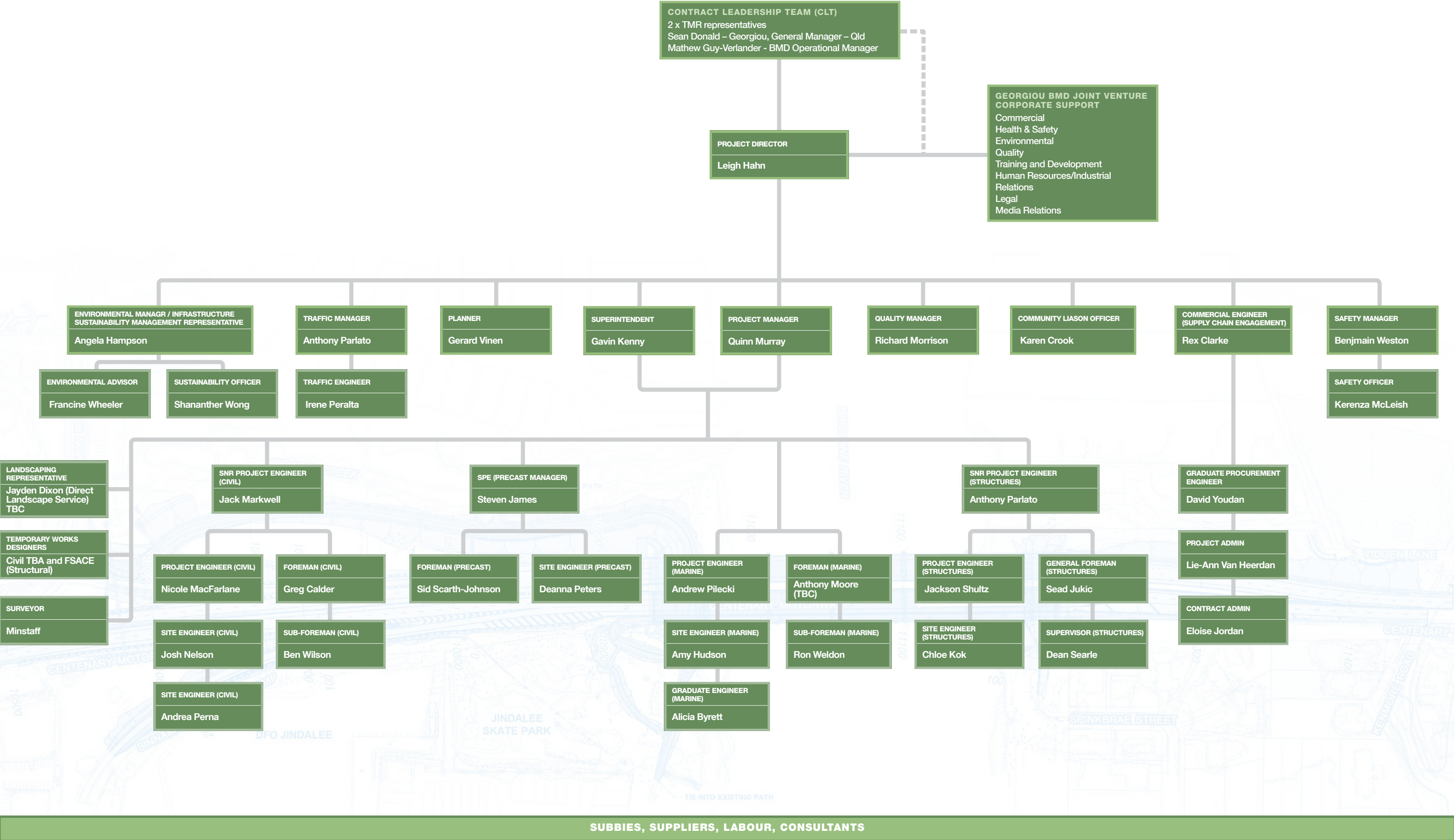
☒ I electronically signed this document

☒ This statutory declaration was made, signed and witnessed under part 6A of the *Oaths Act 1867* – I understand the requirements for witnessing a document by AV link and have complied with those requirements

Commission of Inquiry into the CFMEU

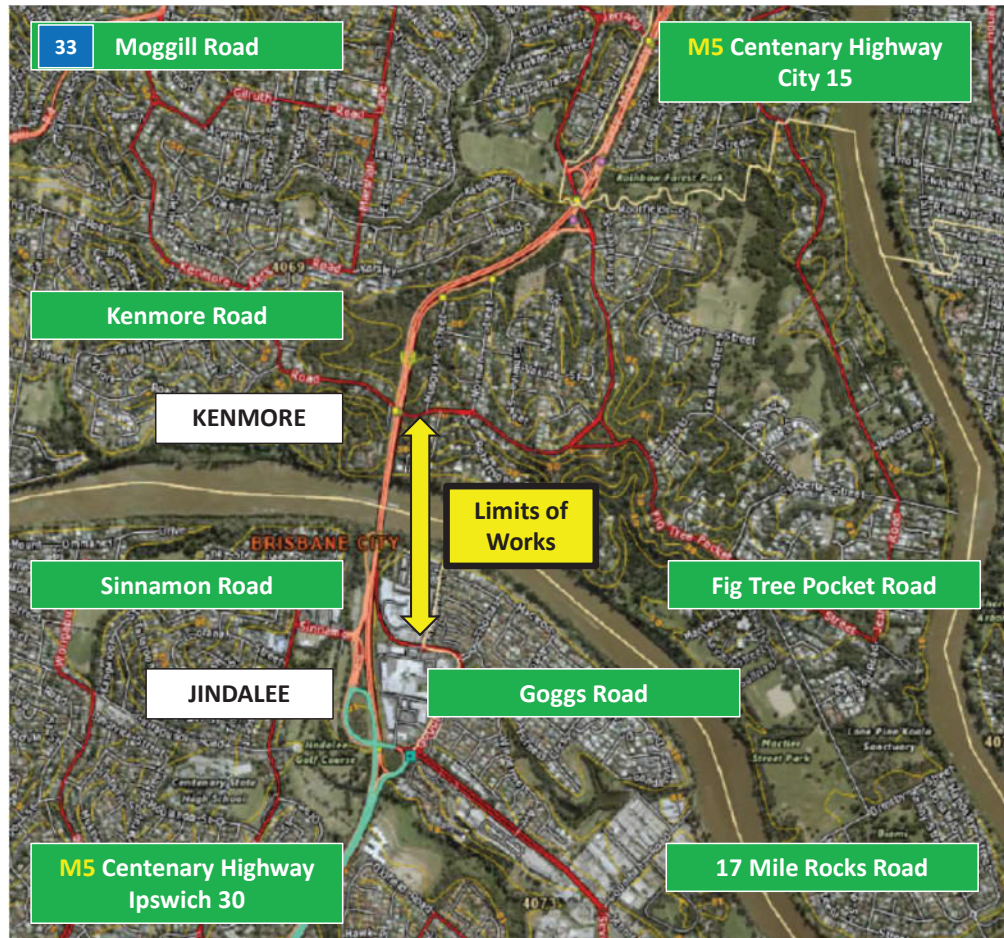
and Misconduct in the Construction Industry

Bundle of Documents to Statement
of Leigh Hahn





Project Location



Location

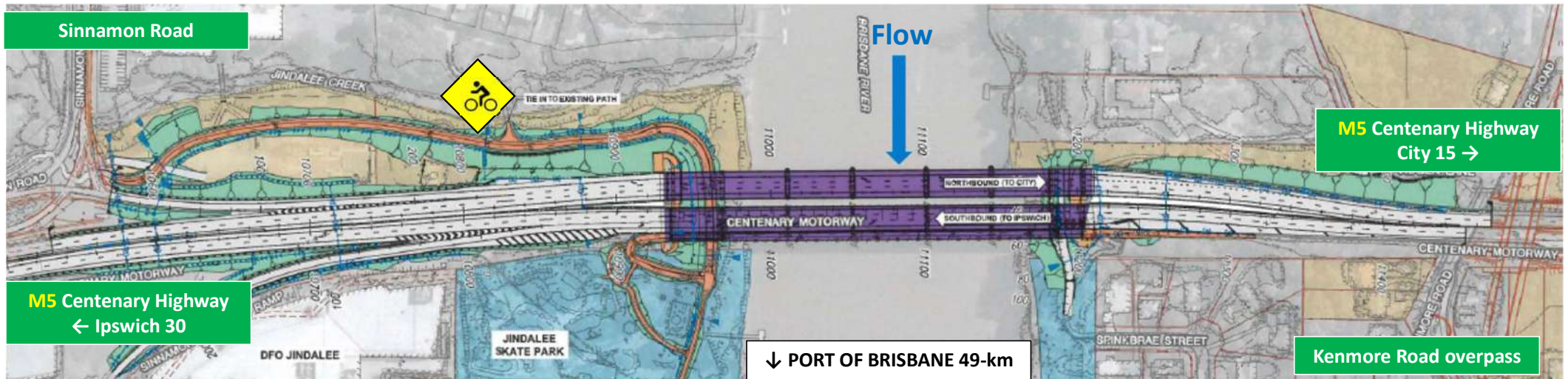
- Only Motorway crossing of the Brisbane River upstream of the CBD
- Currently, two-lanes, two-way with concrete median barrier
- Nthbd entry ramp from Sinnamon Road and Sthbd exit ramp towards Goggs Road
- Very few High Mass Limit roads (see [aqua](#) coloured route) in the vicinity of the bridge site and load restriction on the existing bridge
- Heavily congested road traffic environment
- Spans 2 and 6 are over the tidal zones of the riverbanks
- Concentration of PUP in the southern embankment
- Highly frequented Active Path on downstream side of existing structure

City of Brisbane

Centenary Bridge upgrade



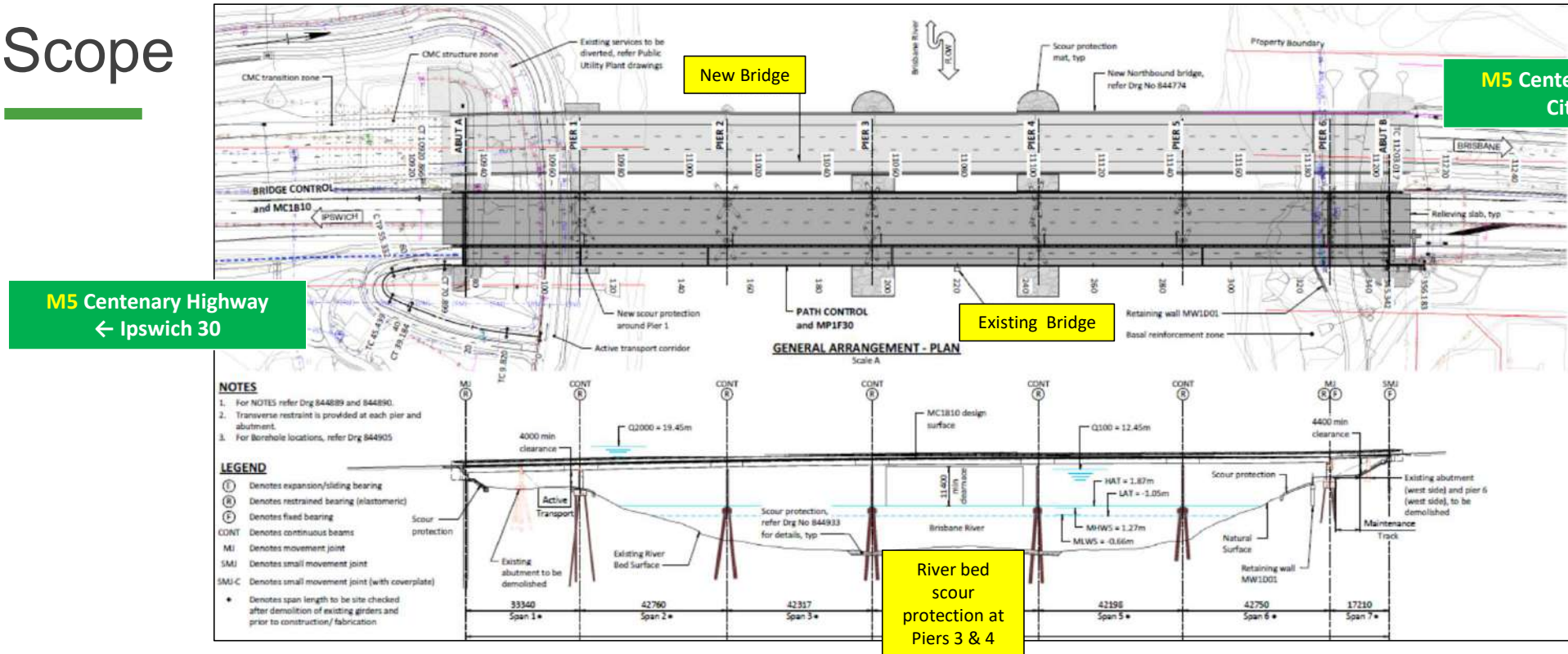
Project Layout



Layout

- New (ultimate North or city-bound) bridge constructed on the upstream or western side of the existing bridge
- Active Path presently traverses the river on the eastern or downstream side of the existing bridge and beneath Span 1. It is to be relocated further west adjacent to Jindalee Creek and modified east of Abutment A (near the Skate Park)
- Remove and replace superstructure on existing (ultimate South or out-bound) bridge as well as some substructural modifications

Scope

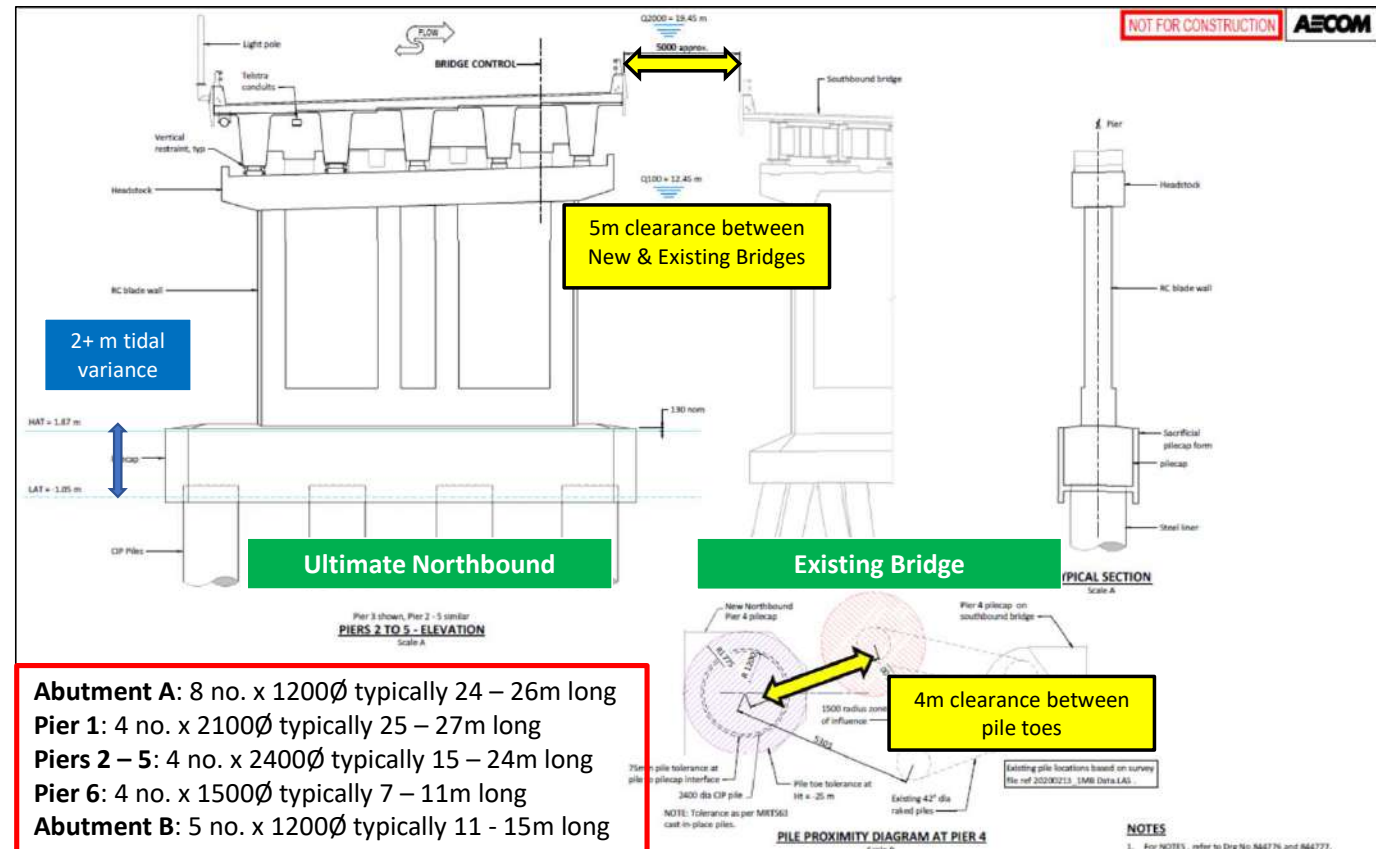


- Construct new three lane Nthbd bridge on upstream side of existing.
- Seven Spans. Six of which are 2,300mm deep Mega-T whilst Span 7 is deck units only.
- Girder weights for ultimate Nthbd Bridge = 149 – 204 tonnes
- Remove existing bridge's superstructure (contains asbestos) and replace with steel trusses to create three Sthbd lanes.
- Repairs to some substructural elements demolition of other elements on the existing bridge.

General Arrangement

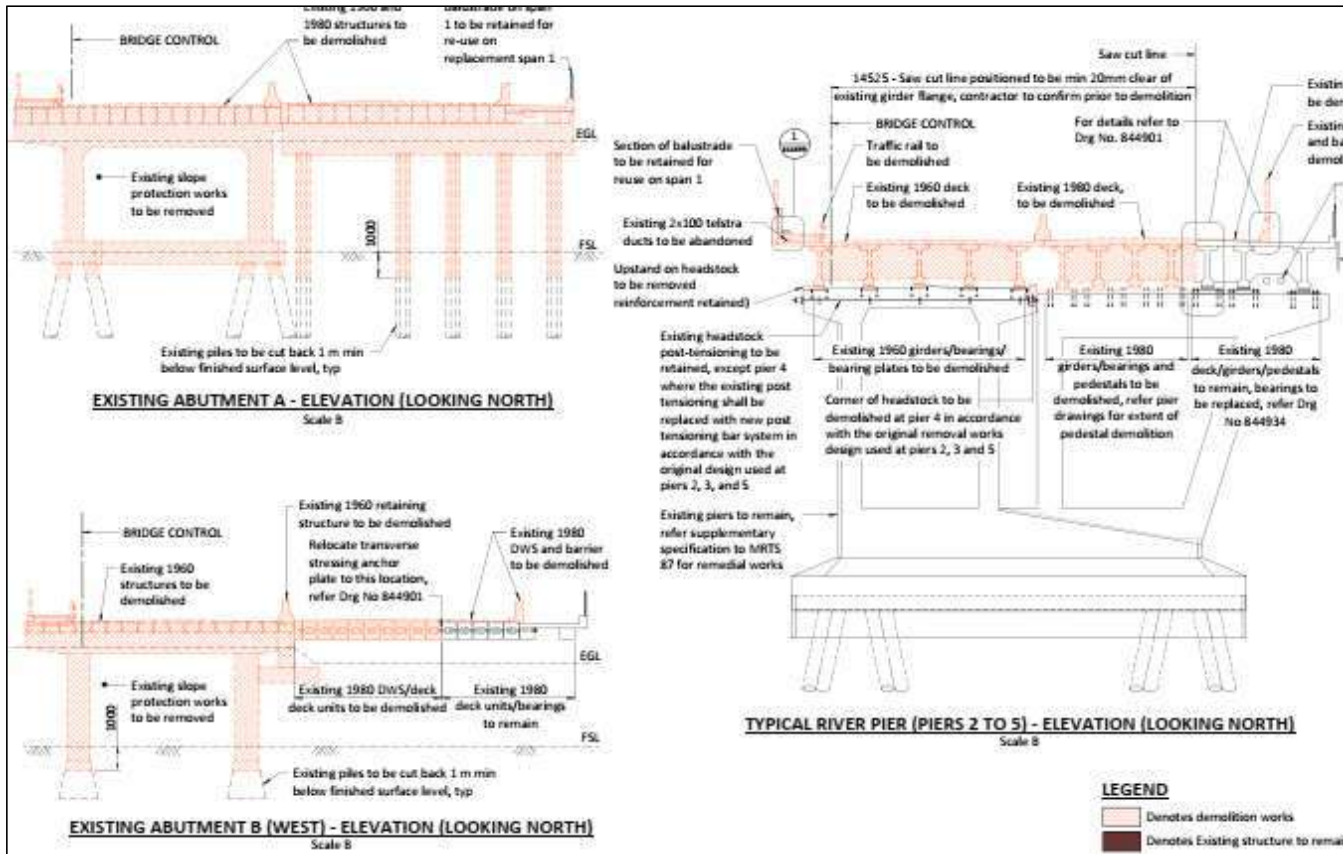
Scope

- Proximity between new & existing superstructure is ~5m.
- New Nthbd bridge has large diameter cast in place piles with the river (Piers 2 -5)
- Land-based construction for Piers 1 and 6
- Retaining wall to be constructed beneath both bridges at Span 7
- Centre-to-centre distance of proposed and existing 42-inch piles at the toes <4 m.
- Remedial works required to existing piles – see later slide.
- Wet precast pilecap shells – precast two x ~60-tonne halves
- Blade wall piers.
- Cast in-situ headstocks



New bridge

Scope



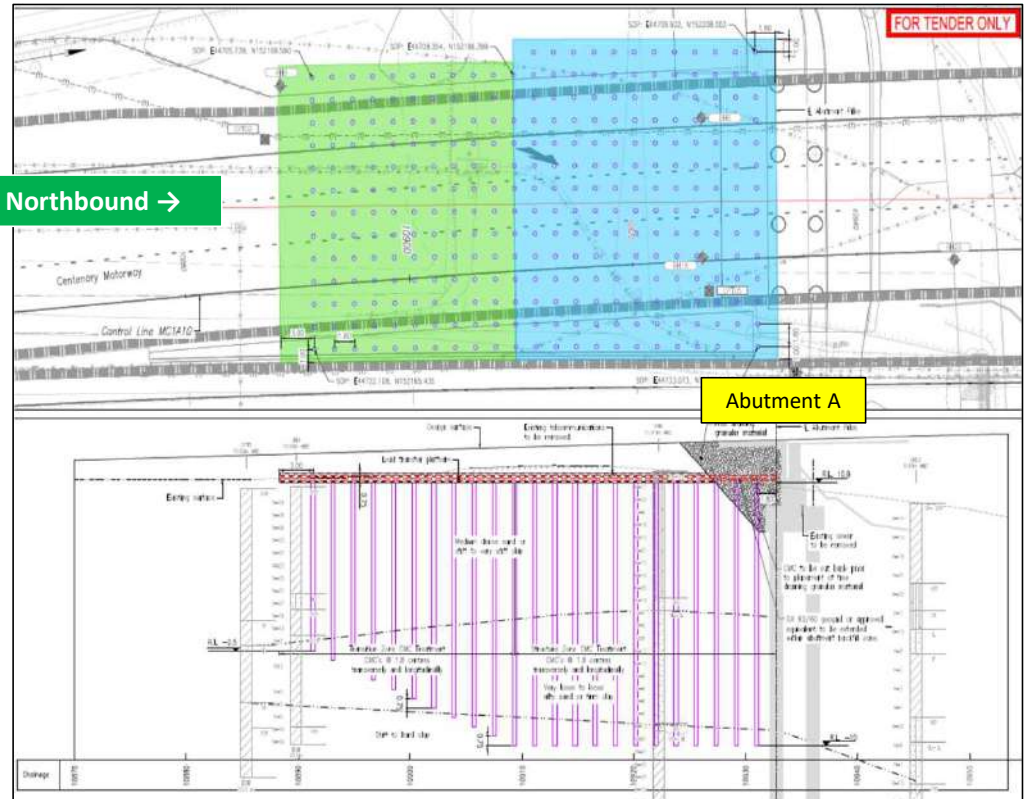
- Remove existing bridge's superstructure (contains asbestos) and replace with steel trusses to create three Sthbd lanes. Overhead Gantries will lift elements out to Abutment B as new items are installed from Abutment A
- Repairs to some substructural elements including headstocks.
- Conventional demolition of other elements - Abutments A & B, Pier 1.
- Superstructure on the ultimate Sthbd bridge is combination of deck units, steel truss girders and existing I-girders
- Also, underwater pile repairs

Demolition of existing bridge

Scope

- Controlled Modulus Columns to be installed on approach to Abutment A
- Co-ordinated with:
 - Local movement of Active Path
 - Access to jetty for marine works
 - Clearance to existing northbound lanes
 - Installation of new stormwater drainage systems
 - Completion and protection of Load Transfer Platform
 - Temporary piling for Gantry support structure
 - Installation and commissioning of Overhead Gantry
 - Permanent piling at Abutment A and Pier 1
 - Abutment A FRP works and backfill
 - Delivery of girders for new Northbound bridge via SPMT's from precast yard

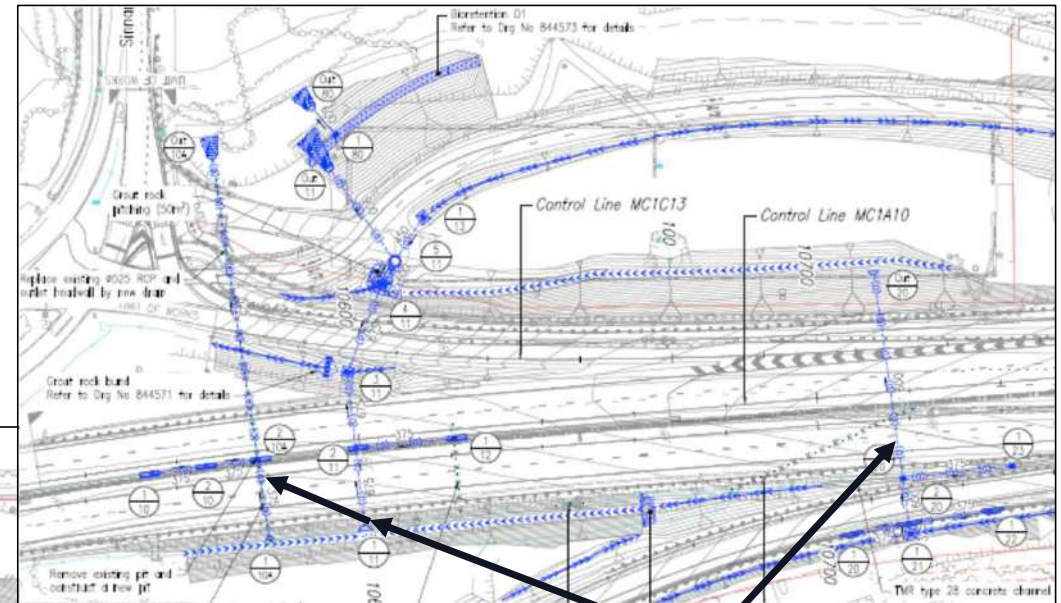
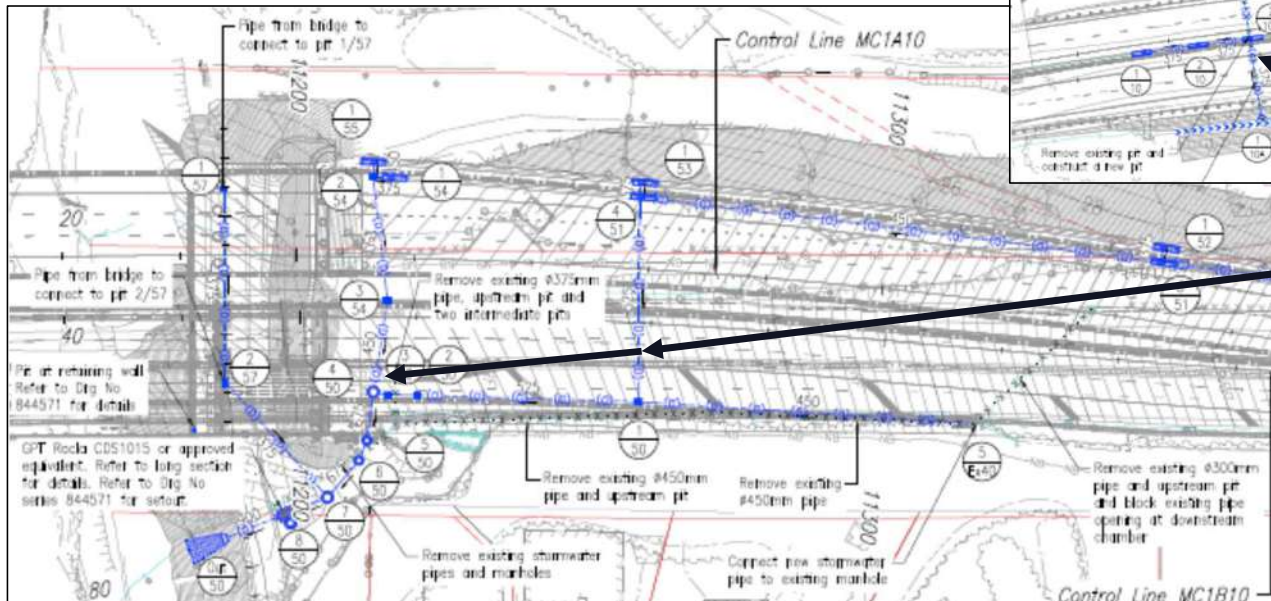
Ultimate Northbound →



Ground improvements

Scope

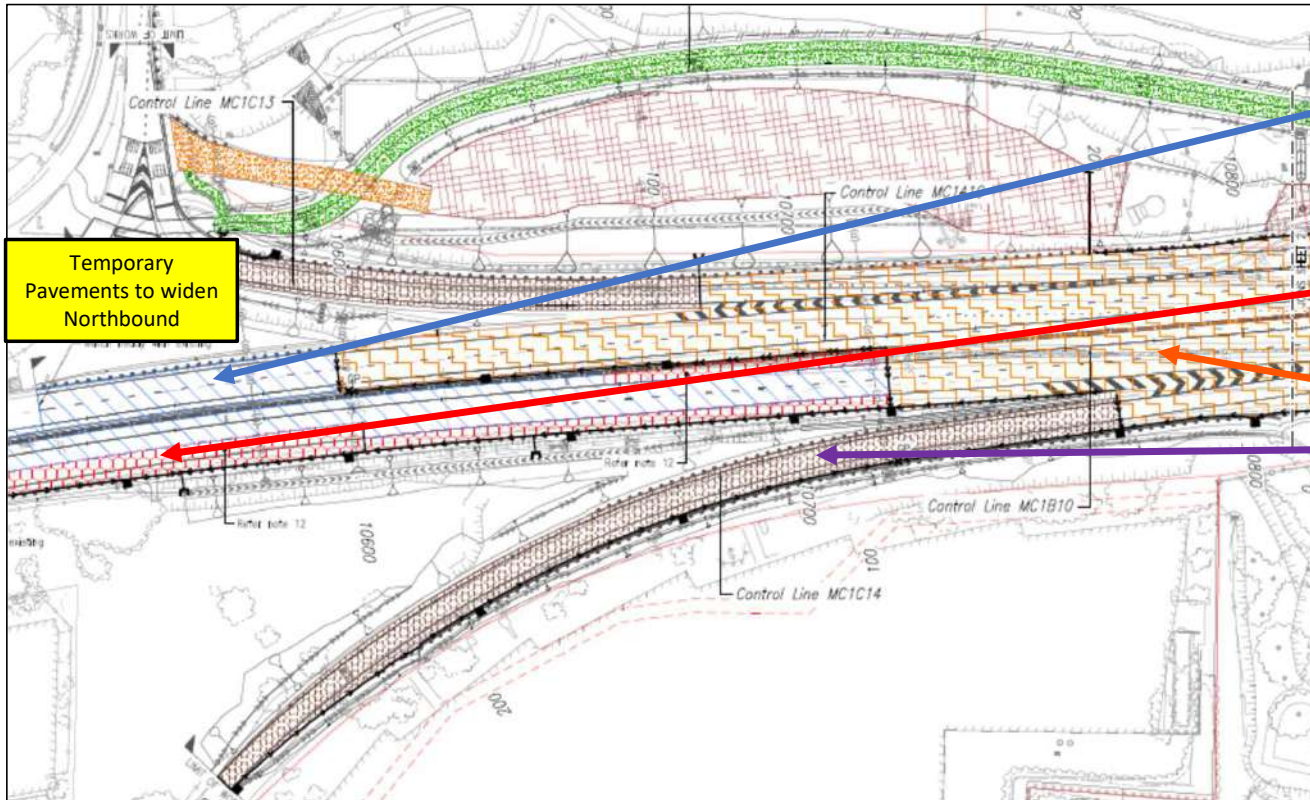
- Complex systems to tie-in to or replace existing
- Several cross Motorway drainage lines to be installed
- Some new lines adjacent to existing median barrier
- Other lines to be grouted filled once new connections are made
- Most drainage lines are >1.5m deep



Some Drainage lines will be jacked under the Motorway (as well as Sewer lines) to avoid opening the Motorway at night)

Drainage

Scope



Six Motorway pavement types:

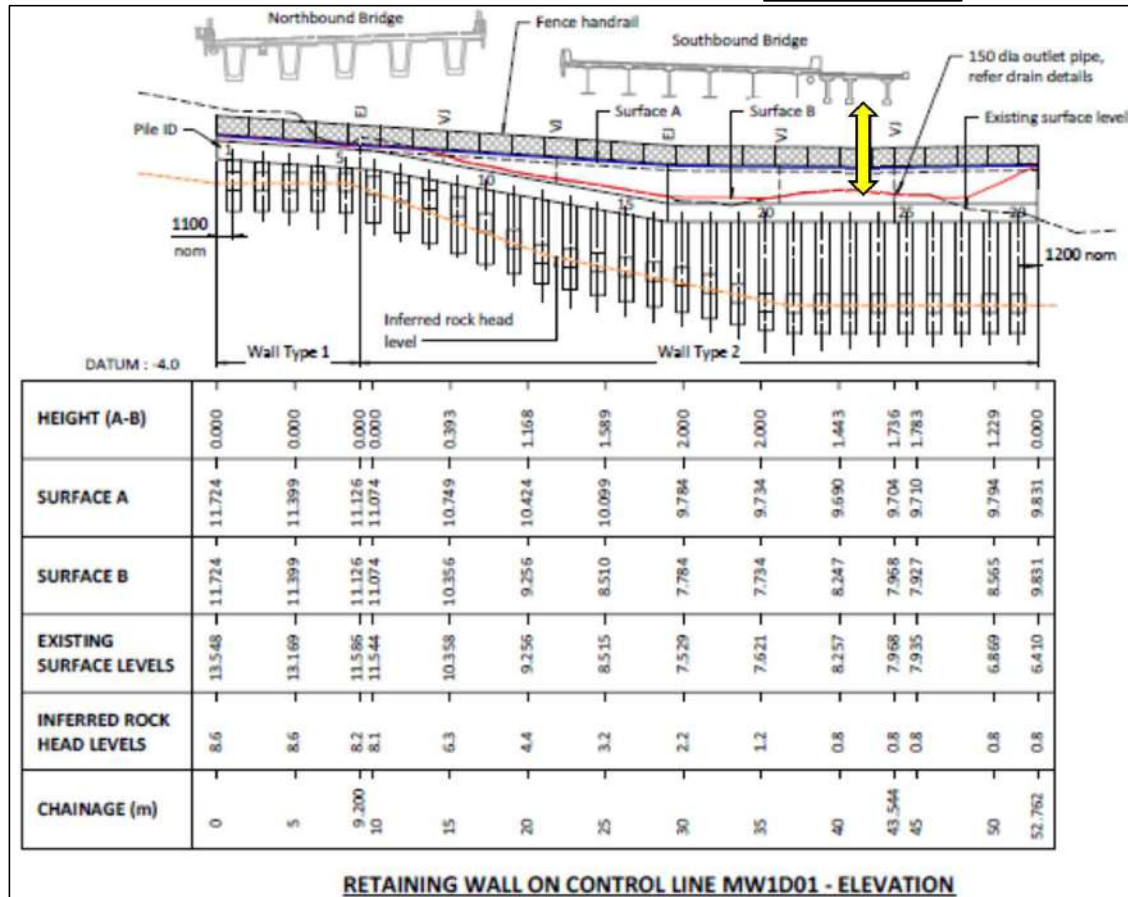
1. 50mm (typ.) Mill and Fill
2. 960mm Widening to Existing Northbound
3. 960mm Widening to Existing Southbound
4. 1,020mm New Pavement
5. 855mm Ramps
6. 70mm (nom.) Bridge Deck

Access to pavement areas dictates the progressive traffic movements in Stages 2A, 2B & 2C

Pavement

Scope

Low
Headroom

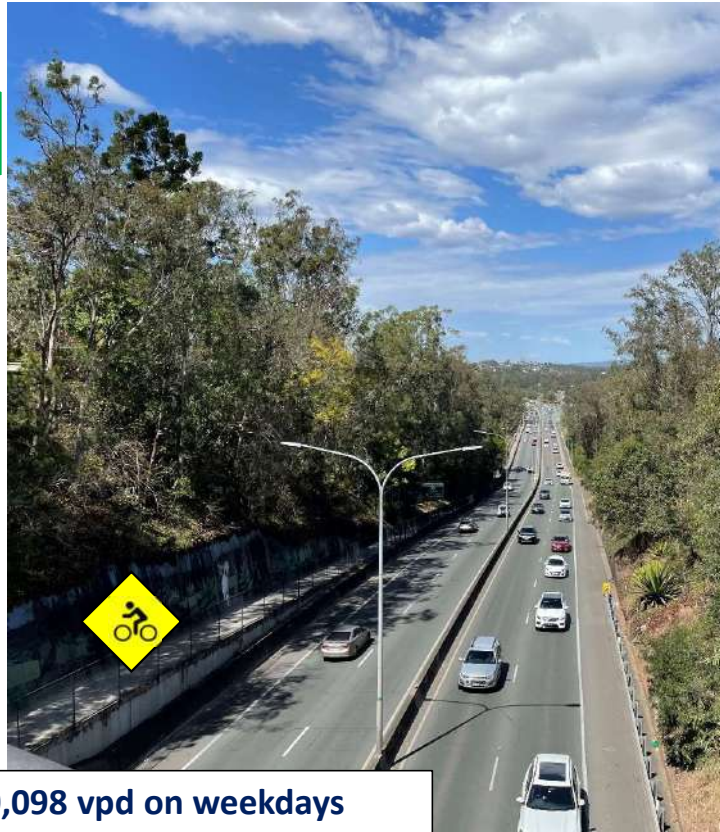


- Retaining Wall extends under Span 7 of both bridges
- Co-ordination with:
 - Pier 6 piling & FRP pilecap
 - Supply and install material to Basal Zone on downstream side of existing bridge
 - Installation of Drainage Line 57 & kerb
 - Sewer System SEW-11
 - Demolition of Span 7 Sthbd & Abutment B
- Limited headroom under existing Active Path in particular as those I-Girders are not removed

Retaining Wall

Scope

M5 Centenary Highway
Ipswich 30



2019 Traffic Data - 80,098 vpd on weekdays
Note: 2017 & 2018 traffic counts averaged 91,500 vpd

Bridge is congested from ~6am to ~7pm each weekday

M5 Centenary Highway
City 15

Traffic

Expression of Interest

Centenary Bridge Upgrade Project

Project Number: 669801

Contract No: CN-13712



Department of
Transport and Main Roads

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1 Introduction

The Department of Transport and Main Roads (TMR or the “Principal”) is seeking Expressions of Interest (EOI) from suitably prequalified contractors (the “Applicants”) for the construction of the *Centenary Bridge Upgrade Project (the Project)*.

- The procurement strategy is a modified two-stage procurement process (EOI and Request for Tender (RFT)) with Stage Two including an interactive process to finalise the selection of the preferred tenderer.
- This EOI is the first stage of a the two-stage procurement process (Figure 2), with the project delivered by a TIC-CO construct-only contract.
- At the first stage, Applicants will be shortlisted against non-price selection criteria with the shortlisted Applicants invited to progress to an RFT as Stage Two of the process.
- The time and place for Lodgement of Expression of Interest applications is detailed in Section 5.1.
- Applicants are required to be TMR prequalified contractors at least to the level specified in Section 3.
- Key Result Areas (KRAs), including the Best Practice Industry Conditions for Transport Civil Construction Projects (Transport BPIC) will be applicable on this Project and will be incorporated through the two-stage procurement process. The intent of the KRAs is to advance the Queensland Government's priorities and promote delivery excellence.

2 Project description

The Centenary Bridge Upgrade Project is part of an overall staged delivery planned for the Centenary Motorway (from Frederik Street to Sumners Road). This staged approach and packages of works was investigated during the development of the Preliminary Evaluation for the entire in-scope motorway corridor. The Centenary Bridge Upgrade Project was identified as the first stage aimed at fixing the critical congestion bottleneck that occurs on the Centenary Motorway at the Brisbane River crossing.

2.1 Project Location

The key objective of this project is to upgrade the existing Centenary Bridge crossing over the Brisbane River through the construction of a new bridge crossing and alteration to the existing bridge. The crossing is located on the Centenary Motorway (Road U18A) at chainage 10.95km. It provides connectivity to Brisbane's western suburbs by linking the suburbs of Jindalee and Sinnamoon Park to the south of the river with Kenmore and Fig Tree Pocket to the north of the river. The location of the bridge is shown in Figure 1.

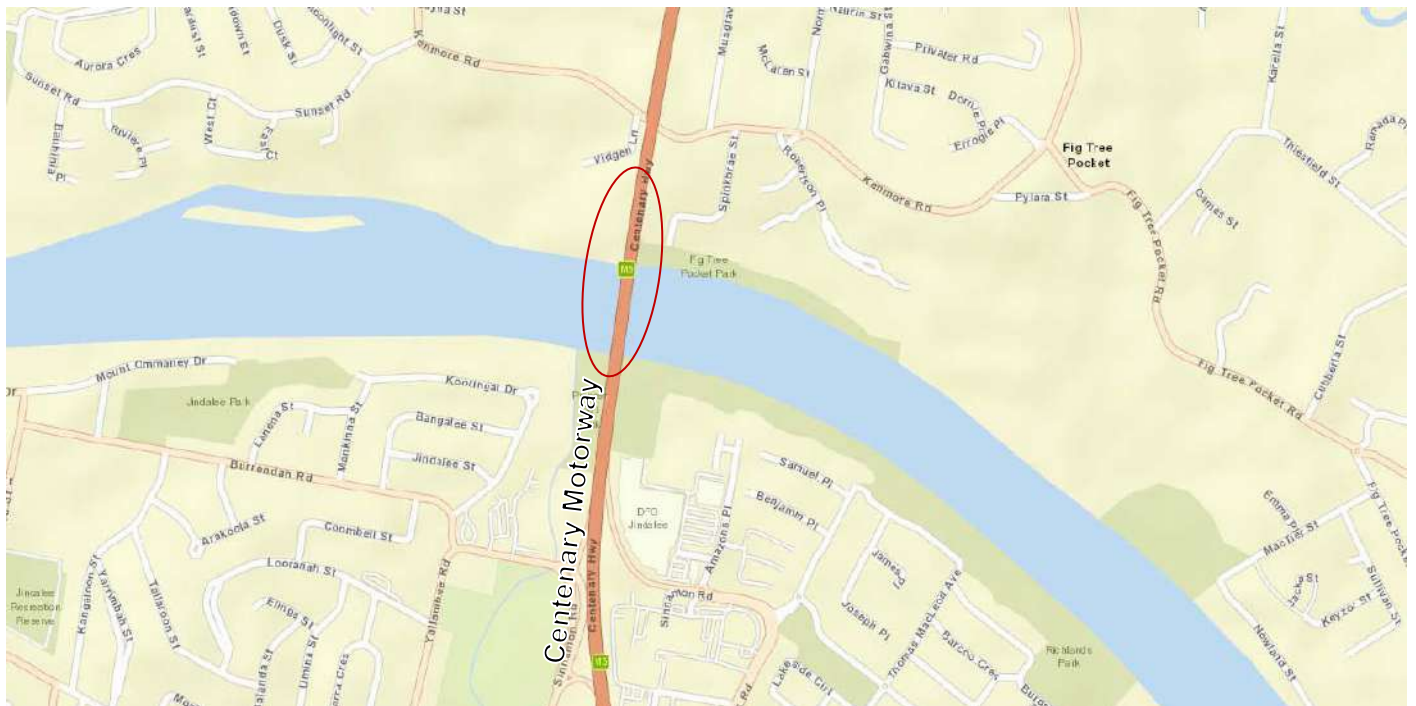


Figure 1 - Location plan

2.2 Type of Work

Key features of the project include:

- Construction of a new three lane northbound bridge;
- Remedial works and reconfiguration of the existing southbound bridge to provide three traffic lanes and enhanced provision for active transport;
- Both north and south bridges can accommodate four lanes in the future with narrow shoulders; and
- Improved Active Transport path for the extent of the project (whilst maintaining the connectivity during the construction period).

2.3 Scale and Scope of Work

The new three-lane bridge is designed to accommodate four lanes in the future with narrow shoulders and will be constructed west of the existing bridge to carry northbound traffic.

The bridge is designed in accordance with AS5100.1-2017 Bridge design scope and general principles, AS 5100.2:2017 Bridge design loads (including Earthquake loads BEDC-4) and TMR Design Criteria for Bridges and other structures. The bridge will consist of seven-spans crossing over the Brisbane River, approximately 270m long and 16.7m minimum width between kerbs.

The existing bridge will be reconfigured and modified to accommodate three lanes of traffic in the southbound direction and active transport corridor. This work will include replacement of the existing northbound bridge (BIS ID 8619) deck and beams, and partial replacement of existing southbound bridge deck (BIS ID 8618), with a new steel composite bridge deck.

The deck has been designed to accommodate T44 + HLP320 loading and checked for HML B Double loading. The three-lane southbound bridge is designed to accommodate four lanes in the future with narrow shoulders.

On BIS ID 8618, an improved Active Transport provision will incorporate a segregated cycle path and footway, whilst maintaining the existing deck and beams without impacting the water and sewer mains underneath it.

The scope includes the completion of remedial works to address defects on BIS ID 8618. This includes removal of the existing bridge deck surfacing and installation of waterproofing and new surfacing, replacement of bearings and replacement of expansion joint protection.

As the river is a navigable channel the design has allowed for collision loading on the piers and improvements to the protection of the existing piers such as pile liners, scour protection and so on. Loaded barges up to 2000t manoeuvred by tugs are known to pass under the structure.

2.4 Other project information

The following project information is included in Appendix 2 for information, providing further project details:

- General Arrangement Drawings for bridge and civil works
- General access time for traffic
- Project Plan
- Centenary Bridge Existing Southbound Construction Staging
- Centenary Bridge Existing Southbound Demolition
- Safety in Design Report-B
- Structural Management Plan (SMP)
- Supplementary Specifications for Environmental Management, Ground Improvement, Existing Bridge Rehabilitation, Northbound and Southbound Bridges
- Best Practice Industry Conditions for Transport Civil Construction Projects, *December 2020* (Transport BPIC)

2.5 Stakeholders

The current list of stakeholders identified includes:

- Australian Federal Government
- Queensland State Government
- Local state and federal member(s)
- Brisbane City Council (BCC)
- Maritime Safety Queensland (MSQ)
- Department of Natural Resources, Mines and Energy (DRMNE)
- Bicycle Queensland (BQ)
- Brisbane West Bicycle User Group (BUG)
- Jindalee Bushcare group
- DFO Jindalee
- Jindalee Golf Club
- The Jindalee Hotel
- Jindalee Bowls Club.

2.6 Project development

All information in this EOI is subject to change. Detailed Tender documentation will be provided to those Applicants shortlisted to progress to Stage Two (RFT).

3 Prequalification Requirements

The Principal will only consider Expressions of Interest applications from prequalified contractors. The Applicant must be prequalified under the DTMR prequalification requirements at least at the following levels:

Major component of work

The Applicant must be prequalified by DTMR under the Austroads National Prequalification System (NPS) or mutually recognised by DTMR under the NPS for at least at the following prequalification levels for the major component of work:

- Roadworks Level – R4
- Bridgeworks Level – B4
- Financial Level – F150

Minor component of work

- The Applicant is required to be separately prequalified under the National Prequalification System for the minor component of work indicated below or the Applicant must nominate a suitably Prequalified Subcontractor to undertake such work:
 - Asphalt – A3
 - Highway Engineering – HE2 (design and certification of temporary works); (under the TMR Manual Consultants for Engineering Projects)
(<https://www.tmr.qld.gov.au/business-industry/technical-standards-publications/consultants-for-engineering-projects.aspx>)

Applicants must be prequalified at the required levels or higher at the Time for Lodgement of their Applications to be considered further for this Expression of Interest.

Joint Ventures will be considered. If the Applicant is a Joint Venture, at the Time for Lodgement EOI Applications, each party to the Joint Venture must be Prequalified in its own right, and

- a) at least one party must meet the prescribed bridge Prequalification Level in its own right;
- b) at least one party must meet the prescribed road Prequalification Level in its own right, and
- c) at least one party must meet the prescribed financial Prequalification Level in its own right.

If the Joint Venture has not previously obtained appropriate prequalification approval, then the proposed Joint Venture must also have submit an application for Prequalification as the Joint Venture to TMR at least 14 days prior to the Time for Lodgement to email contractorprequal@tmr.qld.gov.au.

4 Procurement Process

4.1 Overview

The procurement process will be in accordance with this document and the processes specified in the TMR's Transport Infrastructure Project Delivery System (TIPDS) Volume 2 – Tendering for Infrastructure Works. For this project, a modified two-stage selection process (Method 3) will be undertaken as outlined in Figure 2 below.



Figure 2 - Two stage procurement process

The modifications from the Method 3 process include:

- **Use of non-price selection criteria in both stage one and stage two**

For this procurement both Stage One and Stage Two have different non-price selection criteria to be evaluated. The stage one selection criteria will be used for the sole purpose of shortlisting for the stage 2 tender and will not be considered any further in the Best Value Index (BVI) calculations.

The non-price selection criteria at Stage Two will be used to calculate the BVI using the process outlined in TIPDS Vol 2. The BVI calculation will be used to rank tenderers including the interactive process to finalise the selection of the preferred tender.

- **Inclusion of an interactive process to finalise the selection of the preferred tenderer**

Following determination of the rankings, an interactive process will be undertaken with the higher ranked Applicant to finalise matters related to the KRAs and associated schedule of provisional sums relating to KRAs including the BPIC.

In the event where the interactive process does not yield an acceptable submission to TMR, the Principal reserves its right to advise the higher ranked Applicant of its non-acceptance and invite the next ranked Applicant to enter the interactive process.

4.1.1 Stage One

Stage One - EOI will consider all prequalified Applicants and their response to the nominated Non-Price Selection Criteria. Where related companies are shortlisted, they may be required to advise of internal arrangements and procedures that the Applicant has implemented including probity and capability. At this stage, a prequalification check will also be undertaken. A minimum of three (3) Tenderers will be shortlisted at this stage. Shortlisted applicants will be provided with an opportunity to seek feedback on their Stage 1 submission following shortlisting announcement.

4.1.2 Stage Two

Stage Two - will invite the shortlisted Applicants from Stage One to submit a RFT. Assessment will be based on Price and Non-Price Selection criteria.

The non-price criteria will evaluate the Applicants detailed responses to the KRAs, including the BPIC. This detailed response may need to include a Schedule of Provisionals Sums to meet or exceed the KRAs, including the BPIC.

This Schedule of Provisional Sums will not be assessed as part of the Price Score in the formula outlined TIPDS Volume 2: Appendix G.

Unusually Low Bids will be treated consistent with TIPDS Volume 2 Section 7.3.8.

Conditions of Tendering – C7821 will apply to Stage Two.

Standard documents are available from the following website: <https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract/Transport-Infrastructure-Contract>

Award of Contract

The contract sum will consist of two parts:

1. Schedule of Rates
2. Schedule of Provisional Sums to address the KRAs, including the BPIC

4.2 Key Result Areas

Leveraging its buying power, TMR seeks to advance the Queensland Government's priorities through its procurement and delivery of infrastructure projects over a project value of \$100 million. The KRAs are aligned to a number of social and economic priorities of the Queensland Government as well as project delivery priorities TMR is seeking to advance.

The following KRAs are applicable to this project:

No.	Focus Area	Intent
KRA 1	Quality Jobs	Progressing best practice industrial relations, inclusive and diverse workforces and opportunities to invest and build the sector's capability particularly through a strong commitment to trainees and apprentices
KRA 2	Safe Workplaces	Prioritising best practice workplace health and safety systems and standards and a culture of safety for all
KRA 3	Local supply chains and manufacturing	Actively supporting quality local Queensland suppliers and industries on Queensland Government projects
KRA 4	Sustainability	Advancing infrastructure sustainability outcomes that enable social, environmental and economic benefits
KRA 5	Project Delivery Optimisation	Applying innovative technologies, techniques and industry initiatives to drive better project delivery success, productivity and optimisation

4.2.1 KRA 1 – Quality Jobs including the Best Practice Industry Conditions

TMR is committed to working with and engaging **Reputable Suppliers** on this project. The characteristics of a Reputable Supplier are outlined at **Attachment 3**.

It is expected that Applicants will demonstrate and uphold the attributes of a Reputable Supplier including its application to their management of their supply chain, including sub-contractors on this Project. As such Applicants will develop and submit a draft outline **Supply Chain Engagement Strategy (SCES)** at Stage One (and final SCES at Stage Two). The purpose and suggested contents of the Supply Chain Engagement Strategy are outlined at **Attachment 3**.

4.2.1.1 Best Practice Industry Conditions

The document titled - **The Best Practice Industry Conditions for Transport Civil Construction Projects (“Transport BPIC”)** is applicable to this project and is relevant to the on-site works and personnel. The following information is also relevant to the BPIC:

- (a) The Best Practice Principles in the Queensland Procurement Policy 2021 set an expectation that projects will implement best practice industrial relations to ensure a skilled workforce is attracted and retained for the life of a project’s delivery.
- (b) The Transport BPIC is an expression of government policy to achieve these aims. Such terms and conditions promote best practice industrial relations by facilitating a detailed focus on all aspects of the employment relationship and achieving the goals of the project in a positive, collaborative and productive way. This includes facilitating the adoption of practices to support the implementation of the highest possible levels of health and safety practices, procedures and training.
- (c) The Transport BPIC is provided as guidance for Applicants.
- (d) The Applicant will be required to consider in its Stage 2 RFT, if shortlisted:
 - (i) How the Applicant intends to achieve the intent and outcomes of the Best Practice Industry Conditions on this Project
 - (ii) If appropriate, alternate ways to progress best practice industry relations on this Project; and
 - (iii) Outline how it will take the Transport BPIC into account when selecting and engaging Reputable Suppliers including sub-contractors on this Project.
- (e) Although the Transport BPIC is set out in the form of an agreement, Applicants are not required to enter into an agreement or require their subcontractors to enter into an agreement. An enterprise agreement with the named employee organisations is not a mandatory requirement. Applicants are able to demonstrate the intent and outcomes of the Transport BPIC in any manner the Applicant chooses to nominate.
- (f) Where a particular supplier of training or superannuation is referred to in the Transport BPIC, this entitlement or obligation relates to that supplier or any suitable equivalent which the Tenderer may choose to nominate.
- (g) Nothing in the Transport BPIC requires an Applicant to make any commitment that would breach any laws, for example the Building Code.

4.2.2 Other Key Result Areas

As provided by section 4.2, a number of other Key Result Areas have been identified that will apply to this Project. In this first stage EOI, the Selection Criteria in section 5.4 is limited to KRA 1 to KRA 3,

which are outlined below. The RFT at stage two will include the Principal's requirements in relation to KRA 1 to 5 in further detail.

4.2.2.1 KRA2 – Safe Workplaces

The Principal requires best practice industry safety standards and facilitation of a culture of safety for all, as such the Principal requires Applicants to meet the following:

- Accreditation with Work Health and Safety Accreditation Scheme (the Scheme)
- Compliance with the Queensland Code which requires the tenderer to have comprehensive WH&S management systems with sub-contractors also required to comply
- History and commitment to providing and maintaining high safety standards through:
 - Past performance of actively planning, managing and responding to issues, risks and notices
 - Positive culture of learning and continuous improvement
 - Strong safety advocacy through your sub-contractors and supply chain
- Commitment to reporting against lead and lag indicators to the Principal.

4.2.2.2 KRA3 – Local supply chains and manufacturing

The Principal recognises the positive contribution made by the local supply market when given the opportunity to supply into government projects, particularly major projects. This contribution can be through direct (by TMR) and indirect (by Principal Contractors and their sub-contractors) procurement and contracting. For the purposes of this procurement, the Principal is interested in the Applicant's approach to engage local Reputable Suppliers/sub-contractors through:

- The draft outline of the Supply Chain Engagement Plan as identified at 4.2.1
- Past experience and successful strategies used:
 - to jointly achieve quality outcomes through your sub-contractors and suppliers
 - to increase the skills and capability of the supply market through involvement in this project
 - to leave a positive legacy for the local community at a project's end.
- Compliance with accurately reporting Project Outcome Reports (as per the Queensland Charter for Local Content)

4.2.2.3 KRA4 – Sustainability and KRA 5 – Project Delivery Optimisation

These two KRA's will be incorporated at stage two.

4.3 Important dates

TMR target dates for this project are shown in Table 1. These are provided as a guide and are subject to change.

Table 1: Key dates

DESCRIPTION	TARGET DATES
Stage One - Invite applications for EOI	6 May 2021
Industry Briefing	13 May 2021
Pre-Close meeting for EOI	25 May 2021

Close Applications for EOI	3 June 2021
Advise shortlisted Applicants	10 August 2021
Feedback session to Shortlisted Applicants	17 August 2021
Stage Two A - Release RFT to shortlisted Applicants	24 August 2021
Close Tenders	5 October 2021
Stage Two B – Complete Interactive Process	6 December 2021
Award Contract	17 December 2021
Construction Commence	1 February 2022
Practical Completion	February 2026

4.4 Nature of contract

- The construction contract will be delivered via a TMR Transport Infrastructure Contract – Construct Only (TIC-CO). Further information about this contract is available from the following website:
<https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract/Transport-Infrastructure-Contract/TIC-Construct-Only>
- The Principal's nominated Administrator for the Contract will administer the Contract
- No tender contribution fee will apply to this procurement process

5 Expression of Interest Application

EOI applications must be made by completing the attached Registration Application Form and Assessment Schedules listed in Table 2 and returned as outlined in Section 5.1.

Note: For the purpose of this EOI leading into the Stage Two RFT tender phase, the terms “*Tender*” & “*Tenderer*” used in various forms and schedules should be read as “*Application*” and “*Applicant*”.

Table 2: Expression of Interest application forms and schedules

Form No.	Description	Obligation schedule
EOI Form A0	Registration Application form (Form C7801)	Yes
EOI Form C7035	Applicant's Statutory Declaration, Tender by Joint Venture (where applicable)	Yes
EOI Schedule A1	Prequalification Requirements (Form C7810.M8)	Yes
EOI Schedule A2	Tender Schedule S5 - The Building Code – Compliance Outline (Form C7810S5)	Yes
EOI Schedule A3	Australian Government WHS Accreditation Scheme	Yes
EOI Schedule A4	Queensland Government Compliance Schedule – Qld Government Code of Practice for the Building & Construction Industry (Queensland Code) (Form 7810S6)	Yes
EOI Schedule A5	Receipt of Notices to Applicants (Form C7810.M6)	Yes
EOI Schedule A6	Tender Schedule S10 Ethical Supplier Threshold (Form C7810.S10)	Yes
Work, Health and Electrical Safety Check Consent Form	Applicant's Work, Health and Electrical Safety Check Consent Form for Applicants to release their safety compliance history information	Yes
EOI Schedule S0	Application Schedule Summary (for EOI Selection Criteria Schedules)	Yes
EOI Schedule S1	Selection Criteria SC1 Local Benefits and Best Practice Principles	Yes
EOI Schedule S2	Selection Criteria SC2 Company Experience and Construction Methodology	Yes
EOI Schedule S3	Selection Criteria SC3 Management Plans	Yes
EOI Schedule S4	Selection Criteria SC4 Resources	Yes

Applications must:

- Be clear and concise;
- Provide the information as described in this section; and
- Provide only information which is relevant and requested.

Application guidelines

- (i) Provide a self-contained response to each selection sub-criteria. Unless specifically requested, information provided elsewhere in your response will not be assessed. Failure to respond to all the Assessment Schedules may result in an Application being rejected.
- (ii) Expressions of Interest applications must not exceed the number of printed pages listed in Table 3. The page limit includes all diagrams, charts, pictures, and the like, but excludes the obligatory schedules and any Joint Venture agreements (if applicable) which are in addition to this limit. Company brochures, appendices and additional material such as Quality (or Environmental) Management Plans will not be reviewed or scored. Material in excess of the limit will not be read or considered in the evaluation.
- (iii) Pages must be individually numbered. The font type and size must be Calibri or Arial 11 point with single line spacing and minimum 7 point spacing between paragraphs.
- (iv) Applicants may be required, during the Assessment period, to provide further information to support their Applications. Failure to respond adequately and promptly to any such request may result in the Application not being considered further.

5.1 Lodgement of Expression of Interest applications

The lodgement of Expression of Interest Applications for Stage 1 are subject to the below requirements.

- Applications submitted in response to the EOI will only be accepted by TMR when lodged via the QBuild eTender website. To be clear, any other lodgement such as by email or hardcopy will not accepted.
- Applications must be submitted in **both** MS Word and PDF format.
- Failure to comply with the conditions of offer may result in a non-conforming application.
- When downloading the EOI and/or submitting an Application, Applicants must use <https://www.hpw.qld.gov.au/bas/etender/> website. Applicants responding to a public invitation must log in using their email address and system password, before uploading their Application.
- Opening of Applications will be closed to the public and all submitted Applications will be treated in confidence.

Time for Lodgement Applications - applications must be received no later than:

3 June 2021 at 2:00 pm (EST).

5.2 Enquiries prior to lodgement of Expression of Interest application

Queries must be submitted in writing to:

Name: Mr Gavin Allen
Employer: Department of Transport and Main Roads
Email: metropolitan.projects@tmr.qld.gov.au

Requests for Information:

- a) Must be in writing (by email to the above email address) and must be clearly marked “*Centenary Bridge Upgrade Project -Request for Information*”
- b) Must state a return address (email) for any response by the Principal.

At its absolute discretion, the Principal may pass on to other Applicants, any written response by the Principal to a Request for Information provided by any Applicant.

The onus is placed on the Applicant to ensure that their enquiry has been received. The request will be deemed to have not been received unless acknowledged via a response through the Qbuild eTender site.

5.3 Joint Ventures

5.3.1 Joint Ventures

Please refer to Clause 7.2 of the Prequalification System Guidelines – National Prequalification System for Civil (Road and Bridge) Construction Contracts^[1], outlining the requirements for Joint Ventures, and to Clause 8, the Schedule to the Guidelines.

5.3.2 Joint Venture Prequalification and Tender/Application Submission Requirements

In accordance with the requirements of Item 13I of Conditions of Tendering Annexure and Clause 4.2 (vi) of Conditions of Tendering, Joint Ventures proposing to tender for this project are required to have submitted an application for prequalification of the Joint Venture (JV), at or above the advertised prequalification levels for the Contract and accepted in-principle prior to closing of the EOI.

The Joint Venture is required to email contractorprequal@tmr.qld.gov.au to obtain information necessary to complete the Joint Venture Prequalification Application. Applicants are advised, where possible and in order to streamline the application review process, to submit the JV Deed with their Joint Venture Prequalification Application.

If the Applicant is a JV between two or more parties, the tender submission must include:

- a) Tender Form C7801 containing:

^[1] <https://austroads.com.au/publications/project-delivery/ap-c96-17>.au/publications/project-delivery/ap-c96-17

- (i) a full description of each joint venturer (including names and addresses of each of the parties); and
 - (ii) signatures of a duly authorised representative of each joint venturer.
- b) a declaration in the form of Tender Form C7035, signed by a duly authorised representative of each joint venturer;
- c) the Joint Venture Deed submitted with the application for prequalification of the JV; and
- d) where Clause 26 of Conditions of Tendering applies, evidence of the application made by the JV to the Office of the Federal Safety Commissioner (OFSC).

Should the JV Applicant be one of the recommended “best” tenderers/applicants from whom DTMR requests additional information during the Assessment Period, an executed copy of the Joint Venture Deed will be required to be submitted to the Principal as part of this request.

5.3.3 Joint Ventures and Work Health and Safety Accreditation

- The Joint Venture must be accredited and maintain accreditation for the duration of the project under the Australian Government Building and Construction WHS Accreditation Scheme (the Scheme). At least one party of the JV must be accredited.
- Where a proposed JV includes a party, prequalified under the NPS, which does not have Federal WHS Accreditation, the JV’s attention is drawn to Fair Work (Building Industry-Accreditation Scheme) Regulations 2016, and information required to be provided to the Office of the Federal Safety Commissioner.
- At the time of Tender/Application, the JV Tenderer/Applicant is required to submit evidence of its application to the Office of the Federal Safety Commissioner made in accordance with Regulation 26(1)(f). The successful JV Tenderer/Applicant is required to have obtained Federal WHS Accreditation Scheme Approval to pursue this Tender prior to the end of the Prequalification Check period which occurs during the Assessment Period.

Information on the Scheme is available on the Office of the Federal Safety Commissioner (OFSC) website at www.fsc.gov.au or by contacting the Office of the Federal Safety Commissioner on 1800 652 500.

5.4 Selection Criteria

Table 3 lists the Stage One Selection Criteria (SC) which will be used in the assessment of Applications.

Table 3: Stage One Selection Criteria

Selection Criteria	Associated KRA reference no.	Description	Sub Criteria Weighting (%)	Page Limits						
SC1		Local Benefits and Best Practice Principles (40%)								
SC1a)	1 & 3	Local Content / Benefits TMR is seeking the Applicants approach to promote and provide for high levels of Local Industry Participation (LIP) and use of Reputable Suppliers for this project and requires: (i) Draft of the Supply Chain Engagement Plan for this Project as outlined at 4.2.1 and Appendix 3 - <i>Definitions</i>. Note: a page limit does not apply to this criterion SC1a) (i). (ii) Describe past performance and successful strategies where you: a. jointly achieved quality outcomes through your sub-contractors and suppliers b. Increased the skills and capability of the supply market through involvement in projects c. Left a positive legacy for the local community at project completion. (iii) Compliance with accurately providing Project Outcome Reports (as per the Queensland Charter for Local Content).	10	10						
SC1b)	2	Best practice workplace health and safety systems and standards Demonstrate your history of and commitment to compliance with work place health and safety laws and providing high safety standards through planning, managing and responding to issues risks and notices, encouraging a culture of learning and continuous improvement and safety advocacy through sub-contractors. Table 4 (of the EOI) is provided to capture historical performance and requires information on the following (additional information to address your commitment may also be provided): (ii) List safety notices/sanctions issued over the past three (3) years (iii) Describe changes in procedures as a result of the safety notices/sanctions issued over the past three (3) years (iv) List other relevant sanctions over the past three (3) years (v) Group and detail your performance history by type: a. significant incidents (e.g., fatalities, permanent impairments) b. enforcement notices c. enforceable undertakings, and d. prosecutions in the last three (3) years and describe how processes were changed to prevent recurrence <table><tr><th>Date</th><th>Project</th><th>Safety Notice/ Sanction SC1b)(i), SC1b)(iii)</th><th>Changes in Procedures Made SC1b)(ii)</th><th>Type SC1b)(iv)</th><th>How processes were changed to prevent recurrence</th></tr></table> Table 4 (of the EOI): Best practice workplace health and safety systems and standards (v) Draft WHS Management Plan – Note: a page limit does not apply to this criterion SC1b) (v).	Date	Project	Safety Notice/ Sanction SC1b)(i), SC1b)(iii)	Changes in Procedures Made SC1b)(ii)	Type SC1b)(iv)	How processes were changed to prevent recurrence	10	10
Date	Project	Safety Notice/ Sanction SC1b)(i), SC1b)(iii)	Changes in Procedures Made SC1b)(ii)	Type SC1b)(iv)	How processes were changed to prevent recurrence					

Selection Criteria	Associated KRA reference no.	Description	Sub Criteria Weighting (%)	Page Limits
SC1c)	1	Best Practice commitment to apprentices and trainees Demonstrate your history and commitment to training, including the engagement of apprentices and trainees. For joint ventures, this criterion applies to each joint venture company. (i) Compliance over the past three (3) years with the Queensland Government Building and Construction Training Policy. Support this by providing Training Policy Administration System (TPAS) reports. (ii) Where the deemed hours were not met, provide an explanation for this and the strategies used to address this during construction. (iii) Outline what steps have been taken to improve compliance on future projects. (iv) Support of nationally endorsed civil construction competencies. (v) Any other practices or programs used to improve opportunities for apprentices and trainees, including training advancement.	5	10
SC1d)	1	Best Practice Industrial Relations Refer to the Transport BPIC when responding to the following criteria. (i) Outline your intended approach to establish and maintain a positive industrial relations environment for this project including your: a) past experience and lessons from previous projects b) commitment to engaging and using Reputable Suppliers and subcontractors outlined in a draft Supply Chain Engagement Strategy. (ii) Where applicable, provide details of where the Applicant has been subject to any of the following under the Fair Work Act 2009 over the past five (5) year and describe any changes in procedures as a result of any safety notices/sanctions. a) Convictions or prosecutions for any offence b) Enforceable undertakings c) Infringement notices	10	8
SC1e)	1	Proposed workforce profile (i) Indicate your proposed workforce profile for the project – self managed (direct), sub-contracted (indirect) and labour hire by trade/work package (ii) Describe your approach to establish and maintain an inclusive and diverse workforce on this project. Include your proposed workforce diversity profile and strategies to encourage and support diversity and inclusion for this project.	5	2
SC2		Company Experience and Construction Methodology (30%)		
SC2a)		Demonstrate your company's track record and experience in successfully delivering similar projects to the Centenary Bridge Upgrade project using two project examples and the following headings: (i) Working in a dense urban area (ii) Dealing with complex traffic management and staging (iii) Managing complex PUP relocations (iv) Project planning and programming (v) Environmental management.	15	10
SC2b)	2	Working over water Demonstrate your skills and experience in successfully demolishing a structure over a waterway in an environmentally sensitive area. Your response must include details of three key challenges and treatments, and three learnings which could be applied on this project.	15	10

Selection Criteria	Associated KRA reference no.	Description	Sub Criteria Weighting (%)	Page Limits
SC3		Management Plans (20%)		
SC3a)		(i) Provide a draft Environmental Management Plan for the project which includes waste management, sustainability initiatives, etc. A page limit does not apply to the draft Environmental Management Plan. (ii) Does your company have an environmental and / or sustainability policy which considers the broader social, economic and environmental impacts of the services that you provide? (iii) Does your company have a Waste Management Strategy or similar in place to reduce material usage and or waste? (iv) Describe three key challenges and treatments, and three learnings related to environmental management which could be applied on this project.	6	5
SC3b)	2	(i) Provide a draft Traffic Management Plan which demonstrates how pedestrian and cyclist connectivity and safety across the bridge is maintained throughout the construction period. A page limit does not apply to the draft Traffic Management Plan. (ii) Describe three key challenges and treatments, and three learnings related to traffic management which could be applied on this project.	7	5
SC3c)		(i) Provide a draft Marine Execution Plan which describes how the Brisbane River navigational channel is maintained throughout the construction period. A page limit does not apply to the draft Marine Execution Plan. (ii) Describe three key challenges and treatments, and three learnings related to the maintenance of the navigational channel which could be applied on this project.	7	5
SC4		Resources (10%) TMR is seeking to gain an understanding of your resources, their capacity to deliver the works and the experience of your team.		
SC4a)	1	Describe your strategy to attract and maintain key resources for the duration of the project. Your response should detail retention, training and upskilling. In relation to above, provide an A3 sized organisation chart showing key roles and names. Curriculum Vitae (CVs) (maximum of two pages each) using the TMR CV Template, of all nominated key role personnel shall be attached which demonstrates their capabilities and lists of at least two referees and their contact details. Note: page count excludes CVs.	10	3
Total			100	78

5.4.1 Stage Two Selection Criteria (SC)

The selection criteria outlined in **Table 4** will be utilised as part of the Stage Two process:

Table 4: Stage Two Selection Criteria

Selection Criteria	Description	Weighting (%)
SC1	Non-Price	30
	Key Result Areas (KRAs) Tenderers will be asked to address the KRAs outlined in section 3.2 of this EOI. These KRA's include: • KRA 1 Quality Jobs • KRA 2 Safe Workplaces • KRA 3 Local supply chains and manufacturing • KRA 4 Sustainability • KRA 5 Project Delivery Optimisation A schedule of Provisional Sums may be required to address the KRAs, including the Transport BPIC. This Schedule of Provisional Sums will not be assessed as part of the Price (SC2)	
SC2	Price	70
	Schedule of Rates total price (excluding Provision Sum developed for SC1)	

When providing examples of projects involving Joint Ventures, Applicants must describe how their company and personnel contributed to the project.

The resources nominated must be those intend to use for the delivery of the project. Tenders from organisations who are selected as part of the shortlisting process but change the resources nominated in the tender from those identified in the EOI may be excluded.

5.5 Assessment

Applicants will be evaluated by the Tender Assessment Panel (TAP) consisting of at least three members. In the event that one or more TAP member(s) becomes unavailable the Principal reserves the right to continue the selection process without that person, or to appoint a replacement member to the assessment panel.

Applicants will be evaluated on the basis of their response to and performance against the selection criteria set out in Section 5.4. The following information may also be used in the assessment:

- Information from the Applicant's Registration Application Form and Assessment Schedules;
- Details from the Applicant's prequalification application;
- Information held by or available to The Principal regarding the Applicant's previous performance and financial capability;
- Information sourced from referee checks. Referees may include key project personnel on projects the Applicant has participated in e.g. Administrator, Administrator's Representative and Principal's Representative. If the Applicant wishes to nominate additional referees, contact details should be included in their submission; and

- Other information that the TAP may obtain.

In addition, The Principal may brief Special Advisors or Consultants to provide advice on matters where specialist advice is needed to assist the TAP. Any non-departmental staff used during the assessment process will be bound by confidentiality and probity agreements and a declaration that there is no conflict of interest.

The Principal and its TAP reserves the right to meet with Applicants, and to meet with some Applicants and not others, to seek/clarify information to assist the TAP in evaluating Applications.

Notwithstanding any other requirements of the EOI, the Principal may require the Applicant to submit additional information to allow further consideration of its Application. Failure to respond adequately and promptly to any such request may result in the Application not being considered further.

A Probity Advisor will be utilised throughout the process to provide independent advice on the EOI process and subsequent evaluation of Applications and confirmation that the process was fair and equitable.

A Probity Advisor has been appointed to oversee the procurement process. The Probity Advisor appointed is:

Name: Darren Laahoven
Company: UHY Haines Norton
Street Address: 42-60 Albert St, Brisbane Qld 4000

The following steps are involved in the assessment process:

1. Eliminate non-conforming Applicants who do not comply with EOI requirements or do not satisfy prequalification requirements;
2. Review and score each Applicant's EOI Application including Tender Schedules;
3. Confirmation of Applicant has supplied details in Table 2 including EOI Schedules S1 to S4;
4. The Applicant must, upon request, assist the Principal in its evaluation of the Application and assessment of the Applicant's performance and financial capabilities by providing such further information as requested. The Applicant is required to demonstrate in quantifiable information, its technical and financial capacity to undertake this project given current commitments;
5. Notwithstanding any other requirements of the EOI, the Principal may require the Applicant to submit additional information to allow further consideration of its Application;
6. If the Applicant fails to submit any of the additional information by the date and time stipulated by the Principal, the Principal may, in its absolute discretion decline to consider the Application any further;
7. In the event that the Principal does not consider an Applicant's financial position satisfactory, the next best Applicant may be selected for review;
8. At the completion of the assessment process Applicants will be advised of the outcome and list of shortlisted Applicants to progress to Stage Two RFT.
9. Shortlisted applicants will be provided with an opportunity to seek feedback on their stage 1 submission

10. Stage 2 RFT will commence.

All reports will be treated as confidential and will be forwarded to the Principal for consideration and approval. Where related companies are short-listed, they may be required to, amongst other things, advise internal arrangements and procedures that the Applicant has implemented to manage probity and competitiveness issues

The Principal will offer a debriefing meeting to both successful and unsuccessful Applicants.

6 General conditions of EOI process

The Applicant is responsible for making its own assessment about all matters relevant to the EOI. TMR reserves the right to amend the project information at any time and does not warrant its accuracy. Changes to information will be provided through a Notice to Tenderers (NTT) via the Qbuild eTender site.

6.1 Conduct of EOI process

For the purposes of these conditions the EOI Process commences on the issue of the EOI and concludes at the release RFT to shortlisted Applicants. The conduct of the EOI Process does not give rise to any legal or equitable relationship. No binding contract or other understanding will exist between the State and an Applicant unless and until a contract is signed by the Principal and the Applicant.

6.2 Amendment or termination of EOI process

The Principal may at any time, whether before, on or after the Time for Lodgement of Applications:

- a) Suspend, cancel or vary the process set out in the EOI;
- b) Cancel, supplement, modify or replace the EOI; or
- c) Extend the date for lodgement of Applications.

6.3 Other Principal's rights

In addition to and not limiting its other rights in the EOI the Principal may, at its sole discretion and at any stage of the EOI Process do all or any of the following:

- a) require additional information (oral or written) from any Applicant;
- b) change the structure and timing of the EOI;
- c) conduct a subsequent Procurement Process, and subject to the Principal's intellectual property and non-disclosure obligations, utilise information gained in the EOI process for that purpose;
- d) terminate further participation in the EOI Process by any Applicant, or shortlisted Applicant, for any reason regardless of whether the Application submitted conforms with the requirements of this EOI;
- e) shortlist Applicants; and
- f) consider and accept, or reject, any Application that is non-conforming.

6.4 No claims

No Applicant will be entitled to claim compensation or loss from the Principal for any matter arising out of the EOI Process, including but not limited to the failure of the Principal to comply with the conditions of the EOI.

All costs of submitting an Application and Tender will be borne by the Applicant. The Principal is not liable to the Applicant for any costs, losses, or expenses of any nature whatsoever, nor liable for any claim for damages against the Principal by the Applicant in relation to the preparation submission or assessment of the Application including without limitation:

- a) for preparing the Application;
- b) for taking part in any discussion, workshop, negotiations or enquiries;
- c) for responding to requests for details or information made on or behalf of the Principal after submission of the Applications; or

- d) for any work undertaken by any Applicant after its Application is submitted.

6.5 Application validity period

The Applicant agrees that its Application remains valid and open for acceptance by the Principal at any time within 180 days of the Time for Lodgement of Applications nominated in the EOI.

6.6 Non-conforming applications

An Application in response to the EOI is non-conforming if it:

- a) does not comply with all the requirements of the EOI;
- b) is not submitted in the form, and by the Time for Lodgement of Applications.

A non-conforming Application may be rejected by the Principal at the absolute discretion of the Principal.

6.7 Governing law

Any Application submitted in response to the EOI will be governed by and constructed in accordance with the laws of Queensland, and the parties submit to the non-exclusive jurisdiction of the courts of Queensland.

6.8 Notice to applicants

Clarifications may be issued to Applicants through the EOI process concerning any aspect of the EOI process. These will be issued in the form of a Notice to Applicants.

No explanation or interpretation of the EOI by the Principal may be relied upon by the Applicant unless given in the form on a Notice to Applicants.

Applicants must acknowledge receipt of each Notice to Applicants using the appropriate form, and complete EOI Schedule A5 Receipt of Notices to Applicants to be included in the Application.

6.9 Privacy

TMR reserves the right to publish names of the participants in the process. In addition, The Principal may publish the following information:

- Attendees at briefings
- Applicant and Applicant members; and
- Shortlisted Applicants and Applicant members

6.10 Previously Engaged Consultants

Consultants who either have been or will be involved in the Project on behalf of TMR is set out in Table 5.

Table 5: Engaged Consultants

CONTRACTOR/CONSULTANT	SCOPE AND ENGAGEMENT PERIOD	PRECLUDED/NOT PRECLUDED
AECOM	Detailed design	Precluded from joining a bidding team / consortium for the Project
Ranbury	Detailed design	Cost estimation
Fisson	Detailed design	Cost estimation

6.11 Policies that apply

The Queensland Government and Australian Government Policies that will apply to this procurement include:

- Queensland Procurement Policy 2021 including the Best Practice Principles;
<http://www.hpw.qld.gov.au/SiteCollectionDocuments/QLDProcurementPolicy.pdf>
- Queensland Charter for Local Content;
- Queensland Indigenous (Aboriginal and Torres Strait Islander) Procurement Policy
- Queensland Government and Building and Construction Training Policy
<https://desbt.qld.gov.au/training/employers/trainingpolicy>
- *Workplace Health and Safety Act 2011* (Qld)
- *Work Health and Safety Act 2011* (Cth);
- Australian Government Building and Construction WHS Accreditation Scheme
- The *Building and Construction Industry (Improving Productivity) Act 2016* and the *Code for Tendering and Performance of Building Work 2016* (Cth), including its requirements for a Workplace Relations Management Plan (see Part 6 of the Code).
- The Australian Government's Indigenous Employment and Supplier-use Infrastructure Framework;
https://investment.infrastructure.gov.au/about/resources/national_partnership_agreement.aspx

6.12 Ethical Supplier Threshold

Applicants must comply with the Ethical Supplier Threshold (EST). In Stage Two of the process the Contractor must complete the *Tender Schedule S10 Ethical Supplier Threshold* (C7810.S10) (<https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract/Transport-Infrastructure-Contract/TIC-Construct-Only>).

Any tender submission indicating non-compliance with the EST criteria and without valid justification to the satisfaction of the Principal, may be deemed as non-conforming. EST means the Ethical Supplier Threshold in paragraph 2.3 of the Queensland Procurement Policy 2021 as published on the Department of Energy and Public Works' website: epw.qld.gov.au.

6.13 Confidentiality

The Applicant or any potential Applicant (including an entity which obtains the information in the EOI process but does not submit an Application), must ensure that it and its officers, employees, agents and/or sub-contractors who are in possession of Confidential Information, keep that information confidential except where disclosure of the Confidential Information is required by law or under the terms of these EOI conditions.

If requested by TMR, the Applicant or potential Applicant must execute a deed of confidentiality, in a form acceptable to or provided by TMR, from itself and from each of its officers, employees, agents and/or sub- contractors who receive the information.

Upon receipt of a written request by TMR, the Applicant or any potential Applicant (including an entity who obtains the information in the EOI process but does not submit an Application), must deliver to TMR

any document in the Applicant's or potential Applicant's power, possession or control which contains Confidential Information.

For the purposes of this section 6.13 "Confidential Information" means information of, or supplied by, TMR that:

- a) is by its nature confidential;
- b) is designated as confidential;
- c) the Applicant or a potential Applicant (including any entity that obtains the information in the EOI process but does not submit an Application) knows or ought to know is confidential; and includes information;
- d) comprised in or relating to any Intellectual Property Rights of TMR;
- e) concerning the internal management and structure, personnel, processes and policies, commercial operations, financial arrangements or affairs of TMR;
- f) that is of actual or potential commercial value to TMR; and
- g) relating to the clients or suppliers of TMR;

but does not include information that:

- h) was already in the possession of the Applicant or potential Applicant and not subject to an obligation of confidentiality, is lawfully received from a third party or independently developed by the Applicant or potential Applicant; or is public knowledge other than through a breach of an obligation of confidentiality.

6.14 Commissions incentives and conflict of interest

The Applicant must ensure that its officers, employees, agents and/or sub-contractors do not, give or offer anything to TMR or any officer or employee of TMR, or to a parent, spouse, child or associate of an officer or employee of TMR, including any commission, inducement, gift or reward, which could in any way tend or be perceived as attempting to, influence TMR's actions in relation to an Application.

If TMR discovers at any time that an Applicant breached clause 6.13, TMR may elect, in addition to any other action, not to consider that response.

The Applicant warrants that to the best of its knowledge, as at the date of the Application neither the Applicant nor any of its officers, employees, agents and/or sub-contractors have, or are likely to have, any Conflict of Interest in any matters connected with the project, except as expressly disclosed in writing as part of the Application.

If a Conflict of Interest or risk of Conflict of Interest arises during the EOI process, the Applicant must immediately give written notice of the Conflict of Interest or the risk of it to the contact officer set out at section 5.2 above.

For the purposes of this section 6.14 "Conflict of Interest" means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Applicant to submit an Application fairly and objectively.

Attachment 1: EOI application forms and schedules

(see separate file)

Attachment 2: Project information

(see separate file)

Attachment 3: Definitions

Reputable Supplier	A supplier who, due to its Reputable Attributes is preferred by the Principal to undertake civil construction works on behalf of the State of Queensland
Reputable Attributes	Reputable attributes include, for example: • a history of strong delivery performance in the civil construction industry founded on integrity and transparency • is appropriately prequalified and/or has the appropriate accreditations • has a large proportion of its workforce under direct employment • understands and values the importance of job security and casualisation reduction • a commitment to providing terms and conditions of employment, including specific pay rates, for its personnel who will perform work under the Contract, which are equivalent to the Transport BPIC • a commitment to using best endeavours to engage subcontractors who provide terms and conditions of employment, including specific pay rates, for their personnel who perform work under the Contract, which are equivalent to the Transport BPIC • has opportunities for career enhancement, including the training and upskilling of employees to build industry capability, particularly through apprentices and trainees • a commitment to optimising capability, performance and career options of employees, and supporting the costs and time required to attend training and career development events • has an effective Supply Chain Engagement Strategy • has an inclusive and diverse workforce • has employees that embraces effective management of workplace issues such as bullying, sexual harassment family violence and mental health • has a workplace health and safety system that is industry leading • is familiar with and complies with all their obligations and exercise due diligence in its duties under the Work Health and Safety Act • has a safety culture that demonstrates industry leading behaviours, decision making, and attitudes that are supported by its leadership team • prioritises local suppliers and locally sourced materials including manufacturing where possible • embraces advances in technology, including digital engineering • demonstrates and applies innovative solutions to create efficiencies and improvements to the current state

	• a culture of reporting performance metrics to drive better efficiencies and inform decision making • complies with all relevant legislative requirements and government policy
Supply Chain Engagement Strategy	A strategy that outlines and demonstrates how the Reputable Supplier will conduct business with other ethical, environmental and socially responsible suppliers, including: • the key components or work packages for the civil construction work, including the proposed person hours required to delivery it • how it will meet the Principles of the Queensland Charter for Local Content and utilise local suppliers and locally sourced materials including manufacturing where possible • the process by which subcontractors will be assessed, evaluated and selected • how government commitments and policies will be applied to, and by their subcontractors, including for example, the local benefits test • how they will manage best practice industrial relations, including a risk assessment that shows an understanding of the industrial relations environment, lessons from previous projects and project-specific issues that may be encountered • identifying suppliers' terms and conditions of employment, including specific pay rates for its personnel who will perform civil construction work which are equivalent to the Transport BPIC • the systems in place to avoid the underpayment of wages throughout the supply chain • how, and in what timeframe, they will make payment to their subcontractors • the management and integration of the health and safety system, including how the supplier's health and safety system complies with the relevant Work Health and Safety legislation • the approach to establish and maintain positive engagement, communication and relationships across the supply chain in the spirit of better collaboration in civil construction • how it will comply with all relevant legislative requirements and government policy

Tender Schedule EC1

Key Response Area (KRA)



Queensland Government

C7810.EC1

Name of Tenderer: GEORGIU BMD JOINT VENTURE

Contract Number: CN-13712

Tenderers are required to submit this document as Envelope One as part of Tender for the works. Envelope One: All Non-price components addressing the non-price selection criteria as per Item 8B of the Annexure to the Conditions of Tendering (C7822). All criteria listed in this document must be addressed, which includes the weighting factor and page limit for each of the five KRA, listed as KRA1, KRA2, KRA3, KRA4 and KRA5. Refer to PSTS-06 which outlines the five Key Results Areas (KRA) and associated performance measurements which are applicable to this Tender.

KRA1 – Quality Jobs (including Best Practice Industrial Relations)

(Weighting 8%; Page Limit – 10 A4 Pages)

a) The tenderers intended work profile

- i. Please outline the updated workforce profile intended for this project, including the percentage and type of works to be self-performed, sub-contracted and use of labour hire personnel by trade/work package. In the response please outline how labour hire personnel are likely to be utilised on the project and for what work components. This outline could be provided utilising a table similar to that below:

Major trade/ work package description	Est. Hours	Self-Performed	Subcontracted	Labour Hire

- ii. Describe your approach to establish and maintain an inclusive and diverse workforce on this project. Include your workforce diversity profile, strategies and specific targets to encourage and support diversity and inclusion for this project. Please also provide detailed information relating to diversity and inclusion programs planned for the project.

b) The tenderers approach to its self-performing work

On consideration of the Transport BPIC and given that TMR is keen to ensure a positive industrial relations environment on the project for time and cost reasons and because it is an aspect of demonstrating best practice industrial relations, explain how the tenderer intends to establish and maintain a positive industrial relations environment for this project including:

- i. How the tenderer, in using its best endeavours, intends to reflect the intent and outcomes of the Transport BPIC as part of its industrial relations strategy, including what industrial instruments are proposed to apply to self-performing work on this project and how the identified instruments compare (for example, wage rates and conditions) to the Transport BPIC.

Note: existing company policies may exist in relation to conditions within the Transport BPIC. These may be included as part of the response.

Tender Schedule EC1

Key Response Area (KRA)



Queensland Government

C7810.EC1

Name of Tenderer: GEORGIU BMD JOINT VENTURE

Contract Number: CN-13712

- ii. How the tenderer would take reasonable steps to engage with all relevant unions (as identified in the Transport BPIC) with an interest in the project, with a view to ensuring a positive industrial environment is achieved and maintained for the project. Please include an engagement strategy for how this will be undertaken for this project.
- iii. What do you consider to be the key industrial relations risks to providing a positive industrial environment on the project and what are the proposed mitigation strategies to address these risks? For example, the civil construction sector has experienced a history of competition between unions, particularly on large projects. What is the proposed mitigation strategy should a trade union demarcation dispute arise between unions and their members on this project?

c) The tenderers approach to engaging subcontractors, including industrial instruments covering subcontractors

- i. What is the tenderer's commitment to engaging and using Reputable Suppliers and subcontractors? (This should be outlined in the Supply Chain Engagement Plan).
- ii. What project work packages the tenderer is intending to procure using subcontractors?
- iii. What, by way of identification, are the tenderers proposed list of subcontractors (by work package) for the project?
- iv. How would the tenderer intend to provide the Transport BPIC to subcontractors in relation to this project?
- v. How is it proposed that the tenderer would use its best endeavours to take the BPP, including the Transport BPIC into account when engaging subcontractors for the project, including how it is intended that the tenderer would use its best endeavours to engage subcontractors (as Reputable Suppliers) who intend to reflect the intent and outcomes of the Transport BPIC?
- vi. In instances where subcontractors (despite their best endeavours) do not reflect the intent and outcomes of the Transport BPIC, for example wage rates and hours of work, does the tenderer see a risk in the event of a significant gap in the employment terms and if so, what is their mitigation strategy?

d) Assurance and Performance

- i. How it is intended that:
 - a. The tenderer will ensure compliance, including monitoring and reporting mechanisms on the Best Practice Principles for those components that are self-performed, including best practice industrial relations;
 - b. The tenderer will ensure compliance, including monitoring and reporting mechanisms on the Best Practice Principles for those components that are performed by subcontractors, including best practice industrial relations;
- ii. In relation to work to be performed by subcontractors, the proposed strategies that will be undertaken by the tenderer to manage issues of non-performance on any commitments made in their respective tenders in relation to the Best Practice Principles, including best practice industrial relations.

Tender Schedule EC1

Key Response Area (KRA)



Queensland Government

C7810.EC1

Name of Tenderer: GEORGIU BMD JOINT VENTURE

Contract Number: CN-13712

e) Apprentices and Trainees

In relation to the proposed employment numbers for apprentices and trainees for the project, please provide the following:

- i. The proposed apprentices and trainee targets for the project;
- ii. In relation to the targets, the proposed number and workhours of apprentices and trainees for the project;
- iii. In relation to the numbers and workhours, the proposed occupational categories for the project by type (for example, the number of proposed electricians and other apprenticeships and various types of trainees);
- iv. An employment forecast of the proposed apprenticeships and trainees for the project's duration of construction, including a forecast estimate of at what time in the construction phase they are likely to be employed, as well as the likely tenure;
- v. The proposed recruitment strategy in relation to the apprentices and trainees including whether the apprentices and trainees will be employed directly by the tenderer, indirectly via subcontractors, or through Group Training Organisations;
- vi. In circumstances where recruitment will occur via subcontractors or through Group Training Organisations, please indicate your supply chain to achieve the proposed targets and forecasts; and
- vii. Outline your plan to support apprenticeships and trainees succeed on this project. In your response, please include details of the supervision requirements, mentoring provisions and the mechanisms/initiatives that you have in place to support apprentices and trainees.

f) Training Coordination

The Queensland Government Building and Construction Training Policy applicable to this project mandates the employment of a Training Coordinator to support the implementation of a Skills Development Plan.

- i. Please provide a Skills Development Plan (SDP) for this project.

As part of the SDP please:

- ii. include details of your commitment to achieving the Training Coordinator requirement, including:
 - a. The proposed Training Coordinator for the project including their capabilities & CV
 - b. The number of hours per week intended to be dedicated on this project; and
 - c. Where the Training Coordinator will be located.

g) Other Workforce Training

Outline how you will achieve other workforce training targets for the project.

- i. Provide broad level training needs analysis (if completed) to support skills development

Tender Schedule EC1

Key Response Area (KRA)



Queensland Government

C7810.EC1

Name of Tenderer: GEORGIU BMD JOINT VENTURE

Contract Number: CN-13712

- ii. Identify preferred Registered Training Organisations to deliver services
- iii. Identify potential funding sources that may be utilised in achieving targets.

h) Policy Tension

Given that this project is subject to the local buy policy, how the tenderer would intend to manage and prioritise any competing Queensland Government policies, for example local buy policy and the best practice principles, particularly in relation to best practice industrial relations?

KRA2 - Safe Workplaces

(Weighting 6%; Page Limit – 5 A4 Pages)

Prioritising best practice workplace health and safety systems and standards and a culture of safety for all.

The Centenary Motorway services approximately 85,000 vehicles per day with the Centenary Bridge providing the key link between Brisbane's western suburbs with Kenmore and Fig Tree Pocket to the north of the river. The project has many construction activities taking place in a heavily congested urban environment. The Traffic Management on this project will have to ensure the project always operates as a safe workplace. The aim is to keep workers, motorists, cyclists, pedestrians and marine users safe. An effective and collaborative approach using innovation strategies are necessary elements in the overall risk management process for safety. Please provide additional information addressing the below criteria. Note that this is additional information to your submitted Traffic Management Plan for this project.

- a) Please provide the construction sequencing for this project outlining how traffic management will be planned to ensure road and marine users and your workforce will be kept safe during the construction phase.
- b) How is it intended that the Principal Contractor will manage their supply chain to ensure relevant duties under health and safety obligations are appropriately discharged? The response should include the management of critical risks and controls measures that will be put in place for the supply chain.

The response should outline the key construction activities required for the project and the specific critical risks and controls. The response should also address the transportation of materials, and how traffic flow will be maintained throughout the construction phase without causing significant disruption.

KRA3 - Local supply chains and manufacturing

(Weighting 4%; Page Limit – 3 A4 Pages)

Tender Schedule EC1

Key Response Area (KRA)



Queensland Government

C7810.EC1

Name of Tenderer: GEORGIU BMD JOINT VENTURE

Contract Number: CN-13712

Actively support quality local Queensland suppliers and industries on Queensland Government projects

- a) The project is being procured and will be delivered concurrently with other major infrastructure projects in the region. These projects will all place increased demand on market and supply chain resources which could potentially put at risk project quality and reliable delivery of the project within the construction schedule. In this regard:
 - i. Please identify those materials and/or supplies that are likely to be most affected for this project;
 - ii. Outline your strategy for how these increased demands will be managed and/or mitigated to facilitate project quality and meet the agreed construction schedule. Please include the proposed approach to collaborating with the Principal on these matters.
- b) Please provide an updated Supply Chain Engagement Plan for this project. Note: a page limit does not apply to this criterion.

KRA4 - Sustainability

(Weighting 4%; Page Limit – 3 A4 Pages)

Advancing infrastructure sustainability outcomes that enable social, environmental and economic benefits

- a) Demonstrate your commitment to implementing sustainability on projects and achieving outcomes equivalent to 'Leading' and/or 'Excellent' as defined by the Infrastructure Sustainability Council of Australia (ISCA). Please provide examples on how the intent of KRA 4 will be demonstrated on this project;
- b) Outline your intended approach to meet the targets detailed in the TMR Supplementary Specification (CN-13712) PSTS-13: Supplementary Specification – Infrastructure Sustainability (PSTS-13); and
- c) Where targets within the PSTS-13 can be exceeded, please outline your proposed strategies to achieve the maximum credit level.

KRA5 - Project Delivery Optimisation

(Weighting 8%; Page Limit – 10 A4 Pages)

Applying innovative technologies, techniques and industry initiatives to drive better project delivery success, productivity and optimisation.

- a) **Stakeholder Communications**

Tender Schedule EC1

Key Response Area (KRA)



Queensland Government

C7810.EC1

Name of Tenderer: GEORGIU BMD JOINT VENTURE

Contract Number: CN-13712

- i. Demonstrate your history of and commitment to stakeholder management including timeliness of responses, assessing stakeholder satisfaction and ensuring that stakeholder databases remain current;
- ii. Outline previous learnings that have been implemented and resulted in improved stakeholder management that will be utilised in relation to this project; and
- iii. In circumstances where stakeholders are unsatisfied with a response or approach taken to a particular matter, please outline your proposed strategy and the steps to be taken to deal with the matter.

b) Practical Completion

- i. Demonstrate your history of and commitment to achieving practical completion in line with contractual requirements; and
- ii. Outline your proposed assurance processes for the project to ensure compliance with contractual requirements for practical completion, including providing 'as-constructed' plans and completing defect rectification works.

c) Public Utility Plant

The Centenary Bridge project will require the Principal Contractor to undertake the protection and relocations works of the Public Utility Plant (PUP) as detailed in the design package within the TIC-CO. The protection and relocations of such services can be complex requiring astute planning to ensure the scope is not adversely impacted which may result in time, cost and quality implications to the Principal. The tenderer is to provide TMR with a response outlining the following:

- i. Regarding your most recent major TMR project, please explain how the Principal Contractor worked with the Administrator and Principal to ensure that the PUP was managed in such a way that scope, time and cost was not adversely impacted. The response should focus on the process that was used to identify and implement change that was beneficial to the outcome of the project.
- ii. Please outline how the PUP will be managed on the Centenary Bridge project using any innovated solutions that you may consider relevant to minimise community disruption.

d) Claims

A Contract Administrator will be appointed for this project. The Contract Administrator's responsibilities will include certifying all claims and variations under the TIC-CO contract. Such claims will include payment claims, variations, latent conditions and any breaches of contract. All claims must have a contractual basis with notices complying with the requirements of the Contract and must comply with TMR's Engineering Policy EP165 "Guidance for Preparation of Contractual Claims". Regarding your most recent major TMR project, please outline all claims and disputes that were raised during the project by the Principal Contractor. The response should include the following:

Tender Schedule EC1

Key Response Area (KRA)



Queensland Government

C7810.EC1

Name of Tenderer: GEORGIU BMD JOINT VENTURE

Contract Number: CN-13712

- i. Provide the list of claims, brief particulars, amount claimed, and amount paid and or each claim confirm compliance with EP165 and the contract requirements. As part of the response, please name the Contract Administrator for each of the listed claims to validate information provided. Note: This response will not be subject to the page limit.
- ii. Evidence of how the claims complied with the requirement of the contract and EP165.
- iii. The number of claims rejected by the Administrator for not complying with the requirements of the contract or EP165 versus the number of claims there were fully complaint on first submission.
- iv. Provide particulars of any disputed claims or contractual dispute (brief particulars of the matters in dispute, method used to resolve, time to resolve, whether notification requirements of the contract were complied with, amount claimed, and amount paid).

For the Centenary Bridge Project, the tenderer should demonstrate how they will apply good relationship management with the Administrator and Principal about any situation leading to a potential claim.

Authorisation		
For and on behalf of the Tenderer		
Name/Position		Date
GERARD KEYNES – GENERAL MANAGER		26/10/2021
Name of Tenderer		
GEORGIU BMD JOINT VENTURE		
The Department of Transport and Main Roads collects personal information on this form so that you may authorise the Tender for and on behalf of the Tenderer. The information on this form is accessible by authorised departmental officers and external personnel who are engaged to assess Tenders and if your organisation is the successful Tenderer, the Department may from time to time disclose your contact details to third parties as a point of contact.		

Our ref CN-13712/669801
Your ref
Enquiries metropolitan.projects@tmr.qld.gov.au

Department of
Transport and Main Roads

26 October 2022

Georgiou BMD Joint Venture
Attention: Leigh Hahn
C/-B.M.D. Constructions Pty. Ltd.
PO Box 197
Wynnum QLD 4178

Dear Mr Hahn

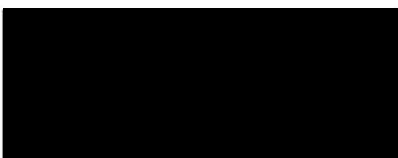
Project: Centenary Bridge Upgrade
Contract Number: CN-13712 Transport Infrastructure Contract - Construct Only
Subject: Letter of Comfort to progress industrial matters

The Department of Transport and Main Roads (TMR) is conducting a two-stage procurement process for a suitably qualified contractor to construct the Project. TMR has concluded the assessment of the envelope one and envelope two criteria.

The Georgiou BMD Joint Venture (GBJV) was invited to and participated in the envelope three interactive process with the TMR representatives to finalise the selection of the preferred tenderer.

During the interactive process, the GBJV proposed that it would develop, negotiate and lodge with Fair Work a greenfield industrial agreement for the Project's self-performing workforce. However, the GBJV seeks assurances from TMR about its position in the tender process to give it comfort in order to allow it to implement this proposal.

Although TMR has not yet made any determination about the award of the contract, TMR confirms that the GBJV has been determined to be the higher ranked tenderer.



Cameron Messer
Deputy Regional Director – Metropolitan Region



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Georgiou Group Pty Ltd T/A Georgiou Group Pty Ltd
(AG2022/5264)

GBJV CENTENARY BRIDGE UPGRADE WORKS GREENFIELDS AGREEMENT 2022

Building, metal, and civil construction industries

COMMISSIONER HUNT

BRISBANE, 23 DECEMBER 2022

Application for approval of the GBJV Centenary Bridge Upgrade Works Greenfields Agreement 2022

[1] Georgiou Group Pty Ltd T/A Georgiou Group Pty Ltd has made an application for approval of an enterprise agreement known as the *GBJV Centenary Bridge Upgrade Works Greenfields Agreement 2022* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act).

[2] This is a multi-enterprise greenfields agreement that meets the requirements of s.172(3)(b) of the Act. The other employer to the Agreement is BMD Constructions Pty Ltd.

[3] I am satisfied that each of the requirements of ss 186 and 187 of the Act as are relevant to this application for approval has been met.

[4] In accordance with s 187(5) of the Act, I am satisfied that the Australian Workers' Union (AWU) is entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[5] I note that pursuant to s.53(2)(b) of the Act, the Agreement was made with the AWU, and that the Agreement covers this organisation.

[6] Clause 10.11 of the Agreement provides that an employee representative on request by the employer shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof, the employer may deduct an amount already paid for attendance from the next weeks' pay or from any other moneys due to the employee representatives. I have informed the parties to the Agreement that clause 10.11 of the Agreement may provide for a deduction not permitted by s.324 of the Act.

[7] The Agreement is approved on 23 December 2022 and, in accordance with s.54, will operate from 30 December 2022. The nominal expiry date of the Agreement is 23 December 2026.



COMMISSIONER

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<AE518738 PR749251>

Union Interactions

From: Ben Weston [REDACTED]
To: Leo Zuna [REDACTED]
Cc: Gary Grant [REDACTED]; Leigh Hahn [REDACTED]; Quinn Murray [REDACTED]; Roger Oliver [REDACTED]
Date: Tue, 19 Mar 2024 11:56:56 +1000
Attachments: 815-J019_HSE_Registers_Unions and WHS Unofficial Entry (1).xlsx (27.01 kB)

Gents,

As a overview of Union interactions on the project, I have attached our site register which outlines all unofficial entries to site from project beginning. These are in addition to the Notice of Entry's which have been issued and are saved in Beakon.

Breakdown of stats as follows;

- 20 unofficial visits from CMFEU
- 6 unofficial visits from AWU
- 21 Notice of Entry issued by CMFEU

These statistics are taken from the 29th of May 2023 to current date.

Regards,



Ben Weston
Safety Manager
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

Record Number	Type	Date/Time	Union/WHS	Organiser / WHS	Section of the Act	Activity	Whom Visited	Details of Contravention	Comments
1	Worker reported safety concern (allegedly).	29-May-23	CMFEU	Dean Rielly	Section 81.3	Union organiser did not disclose details about the worker or the alleged safety concern.	Ben Weston	Nil	Mr Rielly seemed to be focused on EBA agreements more than anything else during the visit.
2	Office based discussion	01-Jun-23	WHS QLD	Christopher Odonnell / Angela Hall	Non-Applicable	Discussion about Silica COP	Ben Weston	Nil	WHS inspectors spoke about conducting an audit based on requirements for Silica, as per the Silica COP 2022.
3	Informal conversation	28-Jun-23	CMFEU	Dean Rielly	Non-Applicable	Discussion about the contract which Altus Traffic are working under	Leigh Hahn / Gavin Kenny	Nil	No requests for documentation were made. No safety inspection conducted. No concerns raised.
4	Informal conversation	10-Jul-23	AWU	Pat O'Doherty	Non-Applicable	A conversation took place in the unoccupied Lunchroom between the PM and Pat O'Doherty of the AWU.	Leigh Hahn	Nil	No requests for documentation, no site inspection, no concerns raised. Documentation for membership was left in the lunch room for personnel to view.
5	Informal conversation	24/07/2023	CMFEU	Dean Rielly	Non-Applicable	As per previous visits, the CFMEU representative was most interested in the Traffic Controllers from Altus.	Gavin Kenny Leigh Hahn / Quinn Murray / Ben Weston	Nil	There were conversations with the Altus crew, which GBJV were not privy too. No Specific comments made, No safety inspection other than querying the break provisions for Traffic controllers and no requests for documentation.
6	Informal conversation	21/08/2023	AWU	Pat O'Doherty / Jamie MacQueen	Non-Applicable	A conversation took place largely in the visitor car park between the Pat O'Doherty, Jamie Macqueen, site superintendent/project director and safety representatives.	Gavin Kenny / Leigh Hahn / Kerenza Mcleish / Ben Weston	Nil	No requests for documentation, no site inspection, no concerns raised. Documentation for membership was left in the lunch room for personnel to view.
7	Informal conversation	21/08/2023	CMFEU	Dean Rielly	Non-Applicable	Discussion about the contract which Altus Traffic are working under	Gavin Kenny / Leigh Hahn	Nil	Mr Rielly seemed to be focused on EBA agreements more than anything else during the visit. No specific comments made about the project other than a statement about actions are planned at projects where Altus are working. There were no requests for project related documentation.
8	Informal conversation	29/08/2023	CMFEU	Dean Rielly	Non-Applicable	Discussion about the contract which Altus Traffic are working under	Gavin Kenny / Leigh Hahn	Nil	Mr Rielly seemed to be focused on EBA agreements more than anything else during the visit. No specific comments made about the project other than a statement about actions are planned at projects where Altus are working. There were no requests for project related documentation.
9	Informal visit / conversation	1/09/2023	AWU	Pat O'Doherty	Non-Applicable	Informal visit conducted by Mr O'Doherty. No Right of entry permit was supplied	Gavin Kenny	Nil	No request for documentation was made. No safety inspection took place. No safety concerns were made. Altus and their latest EA negotiation was discussed.
10	Informal conversation	13/10/2023	AWU	Pat O'Doherty	Non-Applicable	Informal visit, which was a f/u on consultations that they had with personnel from October 11	Leigh Hahn	Nil	There have been discussions regarding the possibility of a union delegate. Also, there were compliments as they were very impressed with site and office block set up
11	Informal visit / conversation	16/10/2023	CFMEU	Dean Rielly	Non-Applicable	Informal visit, which was a f/u on consultations that they had with personnel from October 10	Gavin Kenny	Nil	The CFMEU Organiser did not enter Site but traversed the Active Transport Path, apparently for conversations with Traffic Controllers.

12	Informal visit / conversation	20/10/2023	CFMEU	Dean Rielly	Non-Applicable	GBJV had an informal visit from the CFMEU at around 8am this morning	Leigh Hahn	Nil	The CFMEU Organiser did not enter Site but traversed the Active Transport Path to supply the Traffic Controllers with union identified merchandise. If I may, whilst it is apparent that CBU is receiving visits from either the AWU or the CFMEU on most days over the past month, this is not unexpected. From my perspective, relations with both employee representative bodies remain amicable and I am therefore not concerned.
13	Informal visit / conversation	1/11/2023	AWU	Pat O'Doherty	Non-Applicable	GBJV had a visit from the AWU at around 9:30am this morning, after they submitted Right of Entry documentation under Section 484 of the <i>Fair Work Act 2009</i> , on October 30.	Gavin Kenny	Nil	GBJV's Superintendent met with two representatives including the named person on the Right of Entry notice. •Consultations with workers took place in and around the Site Compound, on crew sizes and numbers. •No requests for documentation were made. •No safety inspection took place. •No specific concerns raised.
14	Informal visit / conversation	8/11/2023	CFMEU	Dean Rielly	Non-Applicable	GBJV had a visit from the CFMEU at around 8am this morning. The CFMEU Organiser did not enter Site but traversed the Active Transport Path to discuss TGS concerns raised by a Traffic Controller.	Leigh Hahn	Nil	The concerns related to the implementation of TGS as is in, why some are no longer being implemented, the answer being that we're no longer performing that work. Bulk haulage out of Vidgen Lane being the best example.
15	Informal visit / conversation	28/11/2023	CFMEU	Dean Rielly	Non-Applicable	GBJV had a visit from the CFMEU prior to Pre-Start his afternoon. After Pre-Start, the CFMEU Organiser, Dean Riley conversed with our Superintendent as well as myself. He also briefly consulted with the Traffic Control team members that we have on-site today.	Gavin Kenny / Leigh Hahn	Nil	No requests for documentation were made. No safety nor site inspection took place. No specific concerns were raised.
16	Informal visit / conversation	29/11/2023	AWU	Pat O'Doherty	Non-Applicable	GBJV had a visit from the AWU this morning	Leigh Hahn	Nil	•No requests for documentation were made. •No safety inspection took place. •No special reason, just to check in, obviously hampered by the wet conditions and have general discussions with workers. •No specific concerns raised with our Project, but they are apparently notifying WHSQ/BCC regarding the Kooringal Drive project not managing the water issues and other safety requirements. For reference I have made a courtesy call to the neighbouring contractor.

17	Informal visit / conversation	30/11/2023	CFMEU	Dean Rielly	Non-Applicable	The CFMEU Organiser for KPI was in Amazons Park today around midday.	Gavin Kenny	Nil	We understand that he was conducting welfare checks on the Traffic Controllers given today's heat. •No consultation with other GBJV personnel &/or CBU subcontractors. •No specific concerns were raised by KPI personnel prior nor subsequent to this interaction
18	Informal visit / conversation	6/12/2023	CFMEU	Dean Rielly	Non-Applicable	A CFMEU Organiser, Dean Riley was on-site prior to Pre-Start this morning to attend to a recently appointed delegate within our traffic control providers, KPI.	Gavin Kenny	Nil	•No consultation with other GBJV personnel &/or CBU subcontractors. •No specific concerns were raised by KPI personnel prior to, nor subsequent to, this interaction.
19	Informal visit / conversation	12/12/2023	CFMEU	Dean Rielly	Non-Applicable	A CFMEU Organiser, Dean Riley was on-site prior to Pre-Start this morning to attend to a recently appointed delegate within our traffic control providers, KPI.	Gavin Kenny	Nil	•No consultation with other GBJV personnel &/or CBU subcontractors. •No specific concerns were raised by KPI personnel prior to, nor subsequent to, this interaction.
20	Informal visit / conversation	9/01/2024	CFMEU	Dean Rielly	Non-Applicable	KPI's CFMEU Delegate held off-site discussions (mainly in Amazons Park) with their personnel and GBJV's Superintendent.	Gavin Kenny	Nil	•No consultation with other GBJV personnel &/or CBU subcontractors. •No specific safety concerns were raised about CBU works, personnel or subcontractors. •The attendance was primarily a social one to re-engage for the New Year and check-in on any PPE or other requirements / concerns that the KPI personnel may have.
21	Informal visit / conversation	10/01/2024	CFMEU	Dean Rielly	Non-Applicable	The project had visit from a CFMEU Organiser as well as KPI's CFMEU Delegate this morning. Both spent most of their time with GBJV's Superintendent	Gavin Kenny	Nil	•General discussions with some GBJV personnel & CBU subcontractors. •Specific safety concerns were raised about CBU works: oadequacy of handrail installation at the receival pit for Drainage Line 11; ocongestion of car parking within the future precast yard; and, ohard barrier protection for hinge points at Abutment B and Pier 6
22	Informal visit / conversation	11/01/2024	CFMEU	Dean Rielly	Non-Applicable	This morning, KPI's CFMEU Delegate held off-site discussions (mainly on the ATP near the Sinnamon Road intersection) with their personnel.	NA	Nil	•No consultation with other GBJV personnel &/or CBU subcontractors. •A safety concern^ was later relayed to us, regarding CBU personnel traversing the Sinnamon Road intersection on foot to/from Gate 3. We actioned this this afternoon with some additional signage and will discuss at Pre-Start tomorrow.
23	Informal visit / conversation	8/02/2024	AWU	Pat O'Doherty	Non-Applicable	GBJV had our first visit since November 2023 from the AWU this morning	Gavin Kenny	Nil	•No RoE submitted nor any attendance on-site, a catch-up and coffee off-site with GBJV's Superintendent. •No special reason, just to check in.

24	Informal visit / conversation	12/03/2024	CFMEU	Dean Rielly	Non-Applicable	CFMEU un-permitted entry to Abutment B	Leigh Hahn, Ben Weston	Nil	1 x Organiser, through Gate 4 & addressed Steelfixing/Formork crew. 4-5 x minor safe issues identified & are being corrected. Work resuming. Organiser now offsite
25	Informal visit / conversation	15/03/2024	CFMEU	Gibbo (Full name not provided)	Non-Applicable	Union organiser stayed on the ATP and was given a run down of the project.	Ben Weston / Gavin Kenny	Nil	A Notice of Entry was not supplied. Union organiser stayed on ATP and did not speak to workers other than the Union delegate (Elliot). No documentaion was provided or requested. The visit lasted 3hrs.
26	Unauthorised entry to site	18/03/2024_Night shift 22:32hrs	CFMEU	2 Union Organisers, names not provided to night shift supervisor	Non-Applicable	CFMEU Organisers entered the Compound and then walked along the ATP to 'talk with Traffic Controllers'	NA	Nil	No reports of any safety inspection or concerns. No requests for safety documentation. Consultation with KPI traffic controllers only.
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FW: Centenary Bridge JV & AWU

From: Leigh Hahn [REDACTED] >
To: Ben Weston <[REDACTED]>
Date: Fri, 28 Jul 2023 15:11:22 +1000
Attachments: Centenary Bridge Upgrade - Project Profile.pdf (4.17 MB)



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn
Sent: Wednesday, [REDACTED] M
To: Ryan Murph [REDACTED]
Cc: Rex Clarke [REDACTED]; Sean Donald [REDACTED] >
Subject: Cente

Ryan, as per yesterday's discussion with he AWU, which by the way thank-you for arranging.

Attached is a summary of the project activities / trade / mud map / headcount which was requested. It's probably a bit busy but I think is sufficient for their needs.
 By the way, please impress that the indicated dates are all based on Dry Weather only.

Rex & Sean, let me know if you have any comments.

Trust this helps.



Leigh Hahn
 Project Director
 BMD Constructions



[REDACTED] | www.bmd.com.au
1 Sandpiper Ave Port of Brisbane Qld 4178
PO Box 197 Wynnum Qld 4178



The BMD Group acknowledges the Traditional Owners of the lands in which we operate and pay respect to Elders past, present and emerging.

Learn more about our [Reconciliation Action Plan](#).

Please consider the environment before printing this e-mail.



Centenary Bridge Upgrade

PROJECT PROFILE

March 2022

Georgiou  

PRESENTATION CONTENTS

1

Overview

2

Project Scope

3

Methodology

OVERVIEW

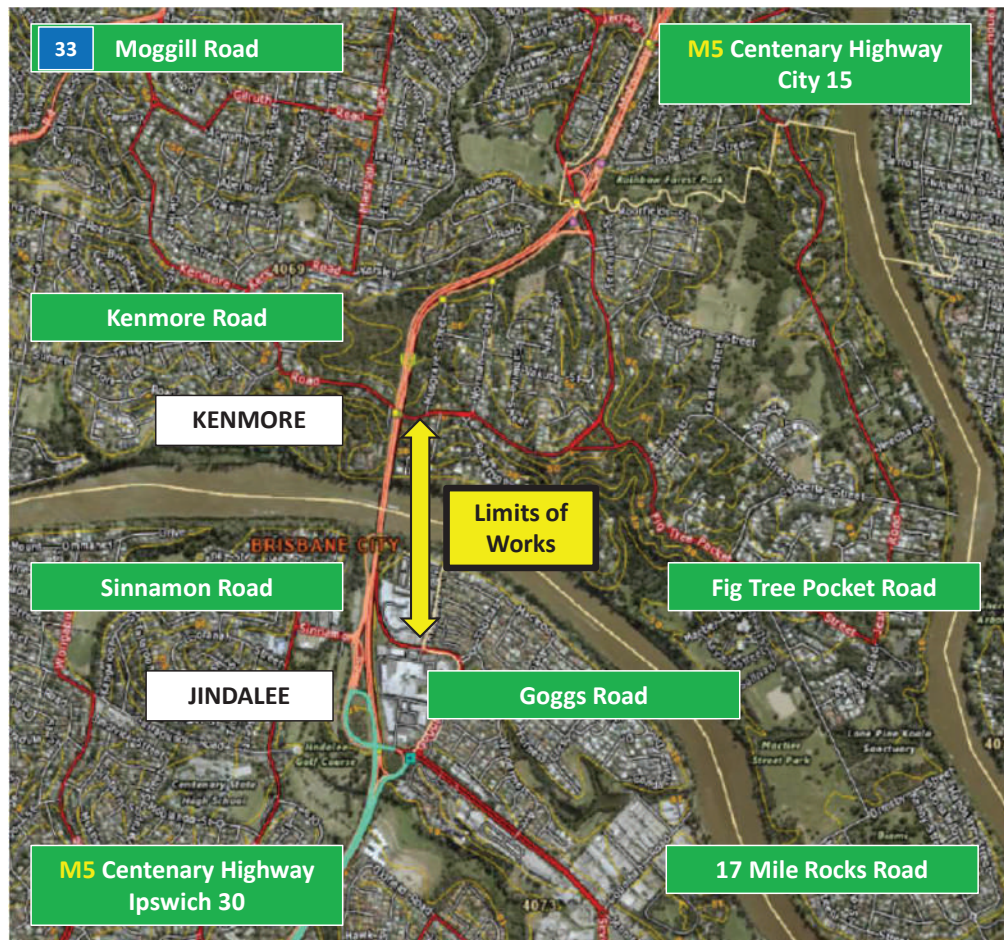
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Centenary Bridge upgrade



Project Location

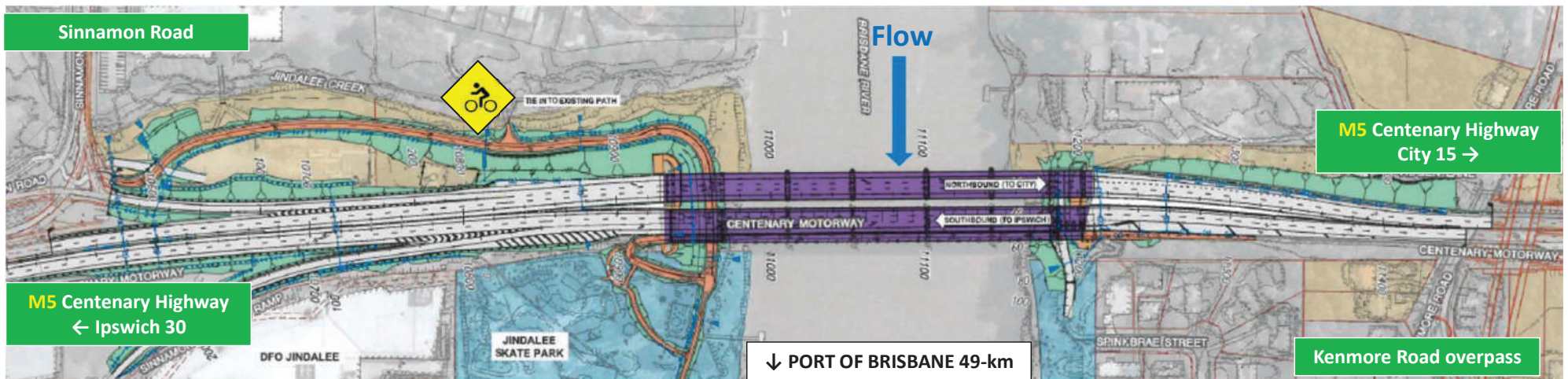


Location

- Only Motorway crossing of the Brisbane River upstream of the CBD
- Currently, two-lanes, two-way with concrete median barrier
- Nthbd entry ramp from Sinnamon Road and Sthbd exit ramp towards Goggs Road
- Very few High Mass Limit roads (see [aqua](#) coloured route) in the vicinity of the bridge site and load restriction on the existing bridge
- Heavily congested road traffic environment
- Spans 2 and 6 are over the tidal zones of the riverbanks
- Concentration of PUP in the southern embankment
- Highly frequented Active Path on downstream side of existing structure

City of Brisbane

Project Layout



Layout

- New (ultimate North or city-bound) bridge constructed on the upstream or western side of the existing bridge
- Active Path presently traverses the river on the eastern or downstream side of the existing bridge and beneath Span 1. It is to be relocated further west adjacent to Jindalee Creek and modified east of Abutment A (near the Skate Park)
- Remove and replace superstructure on existing (ultimate South or out-bound) bridge as well as some substructural modifications

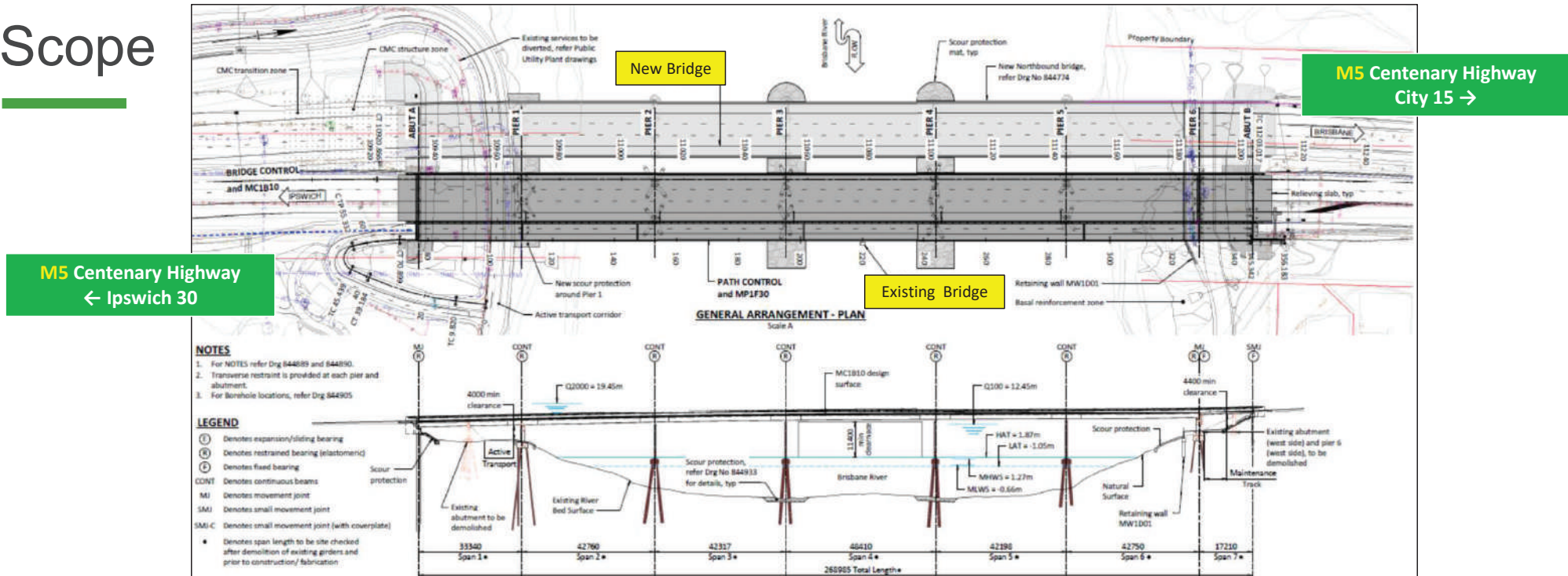
PROJECT SCOPE

02



Georgiou  

Scope



- Construct new three-lane Nthbd bridge on upstream side of existing.
- Seven Spans: Six of which are 2,300mm deep Mega-T whilst Span 7 is deck units only.
- Girder weights for ultimate Nthbd Bridge = 149 – 204 tonnes
- Remove existing bridge's superstructure and replace with steel trusses to create three-lanes Sthbd.
- Repairs to some substructural elements.
- Demolition of other elements on the existing bridge.

General Arrangement

Centenary Bridge upgrade

(Dry) Program Summary

Milestone		Estimated headcount
Award Date	16-Dec-22	
Possession of Site	early-March 2023	
Stage 1 Complete	early-December 2024	30 - 50
Stage 2 Complete	mid-April 2026	20 - 40
Stage 3 Complete	mid-September 2026	15 - 25
Date for Practical Completion	15-Dec-26	

METHODOLOGY

03

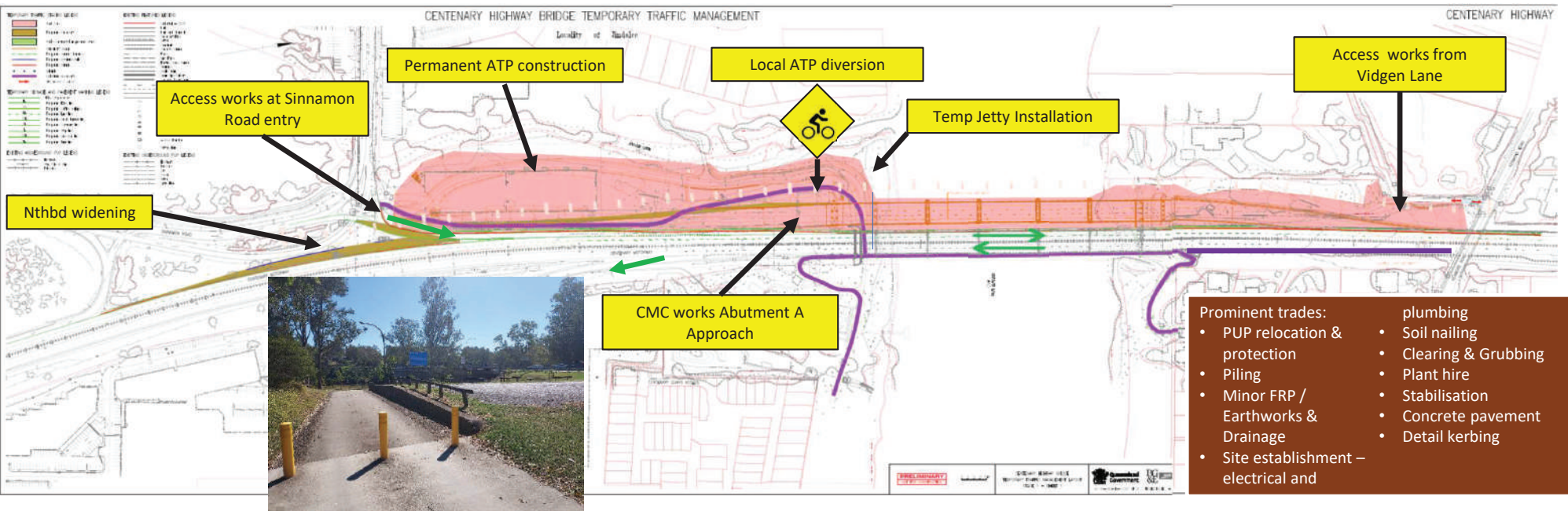


Centenary Bridge upgrade

Stage 1A

March 2023 to
February 2024

- Install Site Accommodation
- Temporary Jetty
- Concentration on PUP works especially in southern embankment
- Construction of permanent Active Path near Jindalee Creek
- Progress access from Vidgen Lane
- Install CMC on approach to Abutment A
- Commence land & marine piling for ultimate Northbound bridge
- Widen Nthbd entry ramp & modify Sinnamon Rd intersection
- Pavement widening of Nthbd near southern Limit of Works
- **Motorway traffic stays in current configuration**
- **Active Path locally diverted to avoid conflict with Jetty operations and overhead protection installed at Span 1**

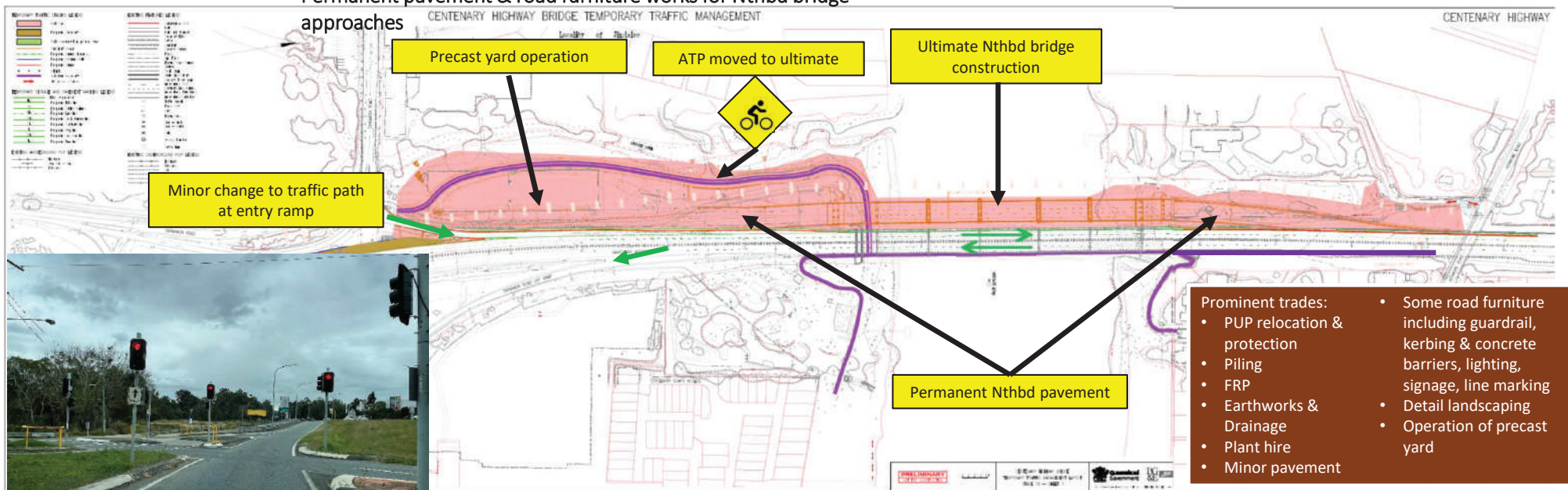


Centenary Bridge upgrade

Stage 1B

February 2024 to
December 2024

- Progress Northern Cut and Access to Pier 6 and under Span 7
- Install Pedestrian Gantry in position under Span 1 (Jindalee bank)
- Commission Overhead Gantry and commence construction of ultimate Northbound bridge
- Precast yard operational west of alignment
- Drainage and stabilisation works between Abutment B and along northern river bank
- Permanent pavement & road furniture works for Nthbd bridge approaches
- Once ultimate Northbound Bridge is built and prepared for traffic:
 - Decommission Precast Yard
 - Decommission temporary jetty from near Pier 1 Nthbd
 - Remove Overhead Gantry and remove upstream railings
- **Motorway traffic remains in current configuration**
- **Commission Active Path near Jindalee Creek in its final condition: rest of Path stays in current configuration**



Centenary Bridge upgrade

Stage 2A

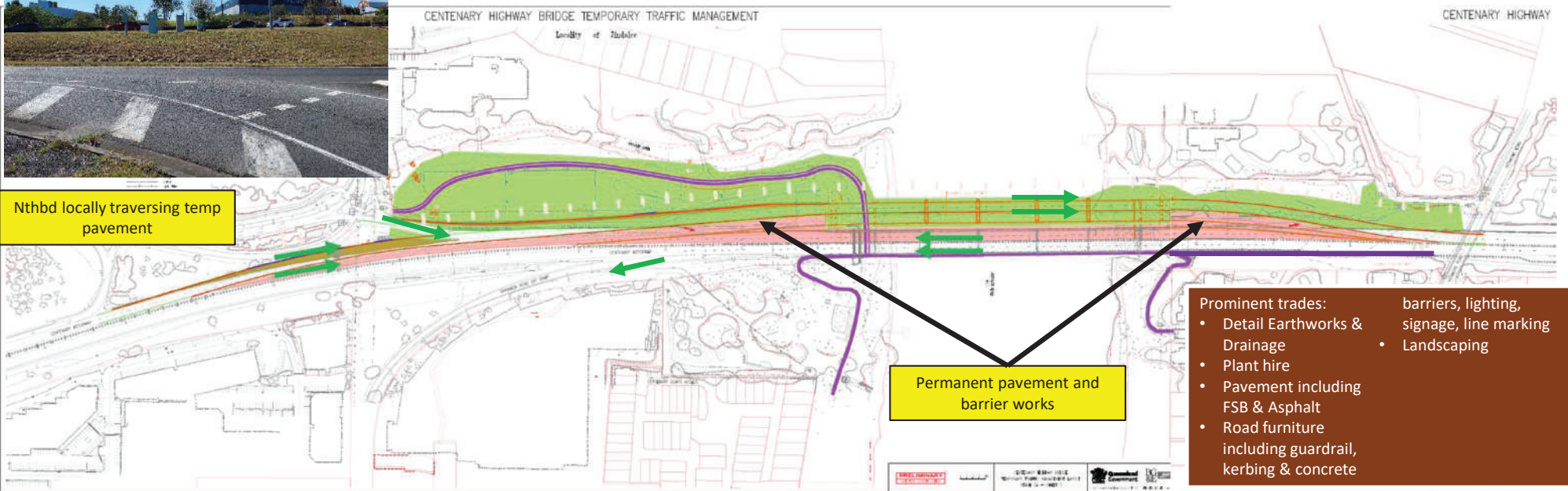
January &
February 2025

- De-commission Overhead Gantry from (new) Northbound bridge
- Precast yard removed. Rehabilitation underway
- Permanent pavement and ultimate barrier works predominantly for future Southbound and median
- Landscaping works commence for all areas to west of alignment with the exception of temporary pavement area near southern LOW

- Nthbd Motorway traffic on new bridge in two-lane configuration on upstream half of the bridge only and is traversing widening near southern end
- Sthbd Motorway traffic unchanged but access to former Nthbd lanes of existing bridge is permitted
- Active path unchanged from Stage 1B – remains in ultimate position near Jindalee Creek



Nthbd locally traversing temp pavement



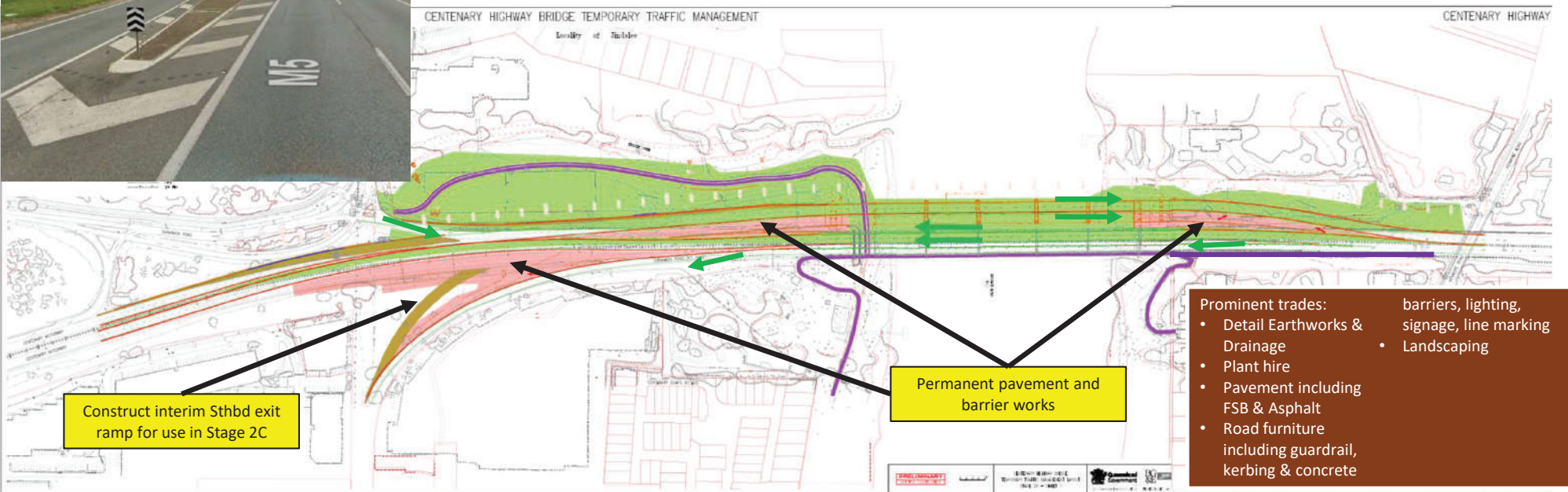
Centenary Bridge upgrade

Stage 2B

February &
March 2025

- Construct temporary Sthbd exit ramp to Goggs Road
- Median barrier and pavement works adjacent to each Abutment
- Permanent drainage, pavement and road furniture works for Sthbd
- Prepare Overhead Gantry structure for works on (existing) Sthbd bridge

- Nthbd Motorway traffic unchanged from Stage 2A
- From near Kenmore Road overpass Sthbd Motorway traffic shifted to previous Nthbd lanes of existing bridge
- Goggs Road Southbound exit ramp de-merges before Abutment B and travels in single 'trapped' lane over the existing bridge
- Active Path unchanged from Stage 2A



Centenary Bridge upgrade

Stage 2C

March 2025 to
April 2026

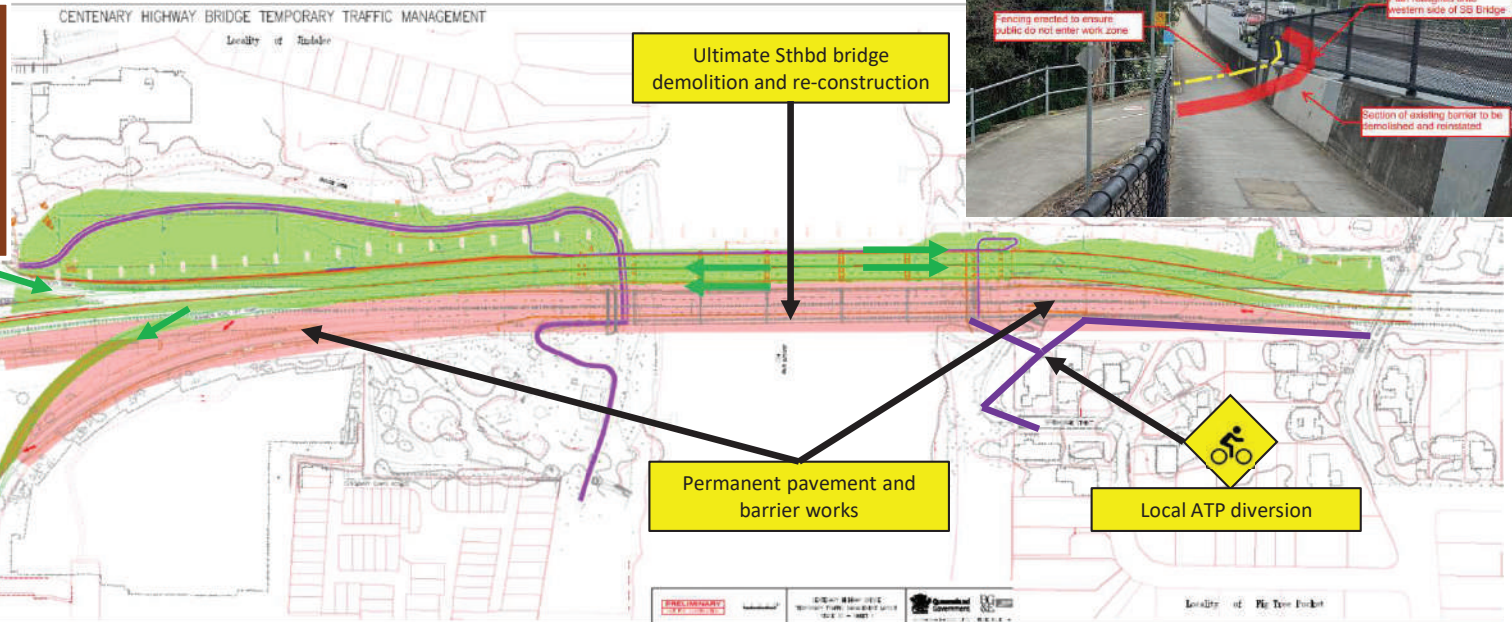
- Gantry commissioned on Sthbd bridge for demolition of superstructure; then subsequent replacement with steel trusses
- Re-construct Sthbd exit ramp to Goggs Road whilst exit traffic is on the interim ramp
- Permanent pavement works for Sthbd Motorway lanes including final drainage connections near Abutment B
- Nthbd Motorway traffic unchanged from Stage 2B
- Sthbd Motorway traffic shifted on to the downstream half of the new Nthbd bridge
- Interim Sthbd exit ramp trafficked
- Local Active Path diversion on approach to Abutment B around drainage and demolition works

Prominent trades:

- Demolition
- Detail Earthworks & Drainage
- Plant hire
- Pavement including FSB & Asphalt
- Road furniture including guardrail,

kerbing & concrete barriers, lighting, signage, line marking

- Landscaping



Centenary Bridge upgrade

Stage 3

May 2026 to
September
2026

- Gantry de-commissioned and removed from Sthbd bridge at the end of Stage 2C
- Gantry support structure removed prior to Stage 3 commencing – lifted from new decks not river
- Remove interim ramps and widened pavement areas
- Complete remaining median works – carriageways are at different levels
- Barrier tie-ins at each Limit of Works require narrower lanes and lesser speeds
- Place wearing course (SMA) and re-mark for three-lane configuration
- Nthbd Motorway remains on Nthbd deck and transitions from two to three-lanes as wearing course is placed
- Sthbd Motorway remains on Sthbd deck and transitions from two to three-lanes as wearing course is placed
- Active Path operates in final configuration
- Nthbd entry and Sthbd exit ramps both commissioned in final configuration



Localised median barrier works beneath Overpass at the end of Stage 3



Centenary Bridge Upgrade Project

From: Danielle A Wills <[REDACTED]>
Sent: Wednesday, 24 May 2023
To: Leigh Hahn <[REDACTED]>
Subject: Consultation on application (RTI-3240)

You don't often get email from [REDACTED] [Learn why this is important](#)

The Department of Transport and Main Roads (department) has received a Right to Information (RTI) application from Construction Forestry Maritime Mining and Energy Union, seeking access to the construction contract with Georgiou Group and BMD Constructions for the Centenary Bridge Upgrade Project.

The *Right to Information Act 2009 Qld* (RTI Act) is intended to provide members of the community a right of access to information held by government or under the government's control unless, on balance, it would be contrary to the public interest to release the information. This means that an applicant is entitled to access a document unless the information contained in the document falls within an exemption category listed in the RTI Act or the disclosure of that information would, on balance, be contrary to the public interest considerations listed in the RTI Act.

Where the department is considering granting access to documents requested under the RTI Act, the department is required, in accordance with section 37 of the RTI Act to consult with any parties who may have a concern about the proposed release of the documents.

This email is to seek your views about the release of documents relevant to this matter held by the department.

Based on the above scope and a brief review of the information, I do consider that the organisation will have concerns with the release of the information so please contact me to discuss the matter further.

Please contact me on 3066 0728 or alternatively via email by Monday 22 May 2023.

I will not be in the office on Friday. If I do miss your call, I will call you back.

Kind regards
 Danielle

Danielle Wills
 Senior Advisor (RTI and Privacy) | RTI, Privacy and Complaints Management
 Governance Branch | Corporate Division
Department of Transport and Main Roads

P: [REDACTED]
 Floor 8 | 61 Mary Street | Brisbane Qld 4000
 G: [REDACTED] 4001
www.tmr.qld.gov.au

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CN-13712 Centenary Bridge Upgrade - CFMEU blockade, 13-Mar-24

From: Leigh Hahn [REDACTED] >
To: Chris DEMARTINI [REDACTED]; Peter.Konecny [REDACTED] >
Cc: cbupteam@tmr.qld.gov.au; Berry Freshney [REDACTED] >; Gary Grant [REDACTED]; Mathew Quay-Verlander [REDACTED]; Sean Donald [REDACTED]
Date: Wed, 13 Mar 2024 09:38:22 +1000
Attachments: 20240313 RoE. Centenary Bridge, Hayden Turner-Davey.pdf (199.48 kB)

Morning Chris & Peter, as we're all aware we had the CFMEU blockade Gate 1 this morning.

Summary:

- 1st load of two loads steel arrived at 6:15am.
- ~15 CFMEU personnel blocked the load causing traffic to immediately queue along Sinnamon Road.
- Police were called by GBJV to assist entry of the load.
- Gate 1 remained blocked, and traffic queued for some time.
- We were aware of various radio stations broadcasting traffic alerts.
- I did not see the 2nd load near Gate 1, but the driver reported that he was 'bullied and harassed' so therefore drove off.
- A camera man was observed filming from the Golf Course side of Sinnamon Road, but I did not see this nor do I know which media organisation they are from.
- Police ultimately directed the 1st load to leave site to release traffic.
- Most of the CFMEU personnel dispersed but a few remain at Gate 1
- Later, the Notice attached was furnished to GBJV in relation to our Overhead Gantry Steel.

The CFMEU believe that the steel is inherently 'non-compliant' as it has been fabricated overseas. They also believe that the project is exceeding \$300 million in value and is therefore eligible for BPIC+. If not, then the savings generated by from overseas fabrication has prevented the project from exceeding \$300 million.

GBJV has been thwarted twice now from delivering this steel. Cutting of pile heads is due to commence March 18 and installation of this steel, thereafter. Trust that this is sufficient for now.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

FW: Workplace Relations.

From: Steve Thomas [REDACTED]
To: Rob Pickard [REDACTED]; Mathew Quay-Verlander [REDACTED]
 [REDACTED]; Dare Power [REDACTED]; Leigh Hahn [REDACTED]
 [REDACTED] >
Date: Tue, 23 May 2023 14:54:24 +1000
Attachments: Jakeresume.docx (105.1 kB)

Gents, how are we placed for say 9am Friday to have a quick chat about the process for putting an AWU delegate on Centenary?

Hearing that there is some push back from Georgiou on this.

Having spent some time with Jamie last week and talking about his nominated delegate (Jake) we think this is a strategy that will serve us well given the attention that will come our way once the job gets going

Let me know if you are free

Thanks



Steve Thomas
 General Manager - Human Resources and Industrial Relations
 BMD Group

[REDACTED] www.bmd.com.au
 1 Sandpiper Ave Port of Brisbane Qld 4178
 PO Box 197 Wynnum Qld 4178

The BMD Group acknowledges the Traditional Owners of the lands in which we operate and pay respect to Elders past, present and emerging.

Learn more about our [Reconciliation Action Plan](#).

Please consider the environment before printing this e-mail.

From: Greg Power - Draytons Workplace Consulting [REDACTED]
Sent: Sunday, 21 May 2023
To: Math Thomas [REDACTED]; Leigh Hahn [REDACTED]; Steve [REDACTED]
Subject: [REDACTED]

Mat, Leigh and Steve,

This is the resume proposed by the AWU after the meeting on Friday.

Regards,



Greg Power
 Senior Consultant



Drayton's Workplace Consulting
www.draytons.com.au



JAKE O'DOHERTY

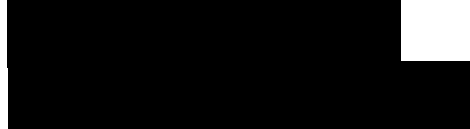
Resume

Extremely adaptable hard worker
seeking new responsibilities in a
challenging and rewarding workplace
offering opportunities for growth

Jake O'Doherty



Address:



Telephone:



Email:



Nationality: Australian

Career Objective

To gain full time/contracting employment

Extremely adaptable quick learner seeking new responsibilities in a challenging and rewarding workplace offering opportunities to continue to grow my skills

Personal Profile

- Highly motivated & able to work independently, or willingly contribute as a supportive team member
- Confident; hard worker; a creative thinker with an eye for continuous improvement; a strong work ethic; cheerful, fun nature and good sense of humour
- Solutions orientated & decisive with a logical mind, analytical problem solving skills and an eye for detail
- Safety aware, maintains neat and orderly work space/area
- Smart personal grooming and positive outlook, with exceptional work ethic
- A good listener with strong communication and interpersonal skills; readily establishes productive relationships across professional, social and sporting networks
- Eager, fast learner and committed to self improvement
- Energetic achiever with the focus and dedication to set & attain new goals
- Highly organised, able to prioritise conflicting tasks and work under pressure safely and meet tight deadlines

Currently Holds:

- White Card
- Drivers Licence
- Certificate III in Wall and Ceiling lining CPC31211
- EWP operator licence Yellow card <11m
- Certificate in CPR

Employment History

- Studied Bachelor of Primary Education 2012-13
- Scooter Commercial Plastering 2014-2019
- Completed Cert III in wall and ceiling lining 2017
- Vealstruct Commercial Linings 2019
- Starline Commercial Linings 2019
- Auzline Interior Linings 2019
- D. West Plastering 2019/2020

Reference

Maree Harris – [REDACTED] – Personal Reference

Raymond Ross – Scooter Commercial Plastering – [REDACTED]
[REDACTED]

Centenary Chat - AWU Delegate

Where: Microsoft Teams Meeting
When: Fri. May 26 09:00:00 2023 +10:00
Until: Fri. May 26 09:30:00 2023 +10:00
Organisers Steve Thomas <"/>

Required Attendees: Steve Thomas
Dare Power
Rob Pickard
Mathew Quy-Verlander
Leigh Hahn
"Greg Power

Microsoft Teams meeting

Join on your computer, mobile app or room device
[Click here to join the meeting](#)

Meeting ID: 456 625 758 036
Passcode: udVVWL
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[+61 7 3062 8833,,972978501#](#) Australia, Brisbane
Phone Conference ID: 972 978 501#
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Electrical / ITS Package - CV Services BPIC Submission

From: Rex Clarke [REDACTED]
To: Jack Markwell [REDACTED]; Quinn Murray [REDACTED]; Leigh Hahn [REDACTED]
Cc: Nicole Macfarlane [REDACTED]
Date: Thu, 01 Jun 2023 08:51:05 +1000
Attachments: Non-Price Criteria - Return Schedule - Electrical Works.xlsx (50.55 kB); BPIC Hourly Rate Uplift V3.xlsx (165.28 kB)

All,

I've had a look through and hard to pick big holes in their calcs. My comments:

- In summary, they are seeking hourly uplifts (excl margin) of:
 - For civil workers - \$43.86 per hour
 - For electrical workers - \$39.96 per hour
- It's unclear to me:
 - Whether they are seeking margin on top of these uplifts and if so, what percentage
 - Over what number of estimated hours the uplifts are to apply
- A couple of components of the hourly uplift we could query:
 - All rates are calculated based on BPIC and CV's EA applicable from 1 July 2024 - is this when most of the work will be undertaken? We should do an exercise on 2023 rates
 - \$0.46/hour each for HSR and Delegates (i.e. total \$0.92/hour contribution) - is this likely? Suggest we make this provisional
 - \$4.92/hour travel allowance is calculated on an 8 hour day - is this realistic? Determined on a 10 hour day = \$3.94/hour. Note Meal Allowance contribution (\$2.40/hour) is calculated on a 10 hour day
 - \$1.35/hour allowance for stand down due to Hot Weather - do we wish to take this on? If pushing whole uplift on to TMR via Env3, we should leave risk with CV.
 - \$6.06/hour toward 26no RDOs per year - complies with BPIC but more than GBJV Greenfield Agreement
 - \$4.52/hour to compensate CV's for an payroll administrator at \$120k p.a. over 22,464 hours (unsure where no. hours comes from). Would need CV's to clarify calc, but unreasonable to suggest we wear the whole cost (if this is the case)

@Jack - are we expecting a MiElectric BPIC submission? Or just non-price excl BPIC?

Wherever we land with CV's BPIC extra over, it's clearly going to be in excess of our \$25/hr Env3 allowance. We will chase TMR for the difference.



Rex Clarke
 Commercial Engineer
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178



From: Jack Markwell [REDACTED]
Sent: Wednesday, 31 May 2023 1:35 PM
To: Rex Clarke [REDACTED]
Subject: FW: Centenary Bridge Upgrade - Electrical / ITS Package

Hey mate,

How does this stack up BPIC wise? I still need to analyse how this equates to an additional \$450k.

Cheers,



Jack Markwell
 Senior Project Engineer
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Matt Everett [REDACTED]
Sent: Wednesday, 31 May 2023 1:07 PM
To: Jack Markwell [REDACTED] >
Subject: FW: Centenary Bridge Upgrade - Electrical / ITS Package

FYI



Matt Everett Bid and Contracts Manager

[REDACTED]
 148 Hedley Avenue, Hendra QLD 4011
cvsg.com.au

INFRASTRUCTURE SERVICES



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From: Matt Everett
Sent: Wednesday, May 31, 2023 1:05 PM
To: Jack Markwell [REDACTED] >; James Bevan <[REDACTED]>
Cc: Nicole Macfarlane [REDACTED]
Subject: RE: Centenary Bridge Upgrade - Electrical / ITS Package

Hi Jack,

I have applied the civil hourly rate uplift to this spreadsheet.
 Let me know if you need any more detail?

Regards Matt

From: Jack Markwell [REDACTED] >
Sent: Tuesday, May 2 [REDACTED]
To: Matt Everett [REDACTED]; James Bevan [REDACTED] >
Cc: Nicole Macfarlane [REDACTED] >
Subject: Centenary Bridge Upgrade - Electrical / ITS Package

Hi Matt / James,

As discussed, can you please complete the attached Non-Price Criteria.

Can you please confirm if the below items in your Letter of Offer are to complete the full scope at night or extra / over to the day rates? Also, did you determine that these are the only nightworks for the project or was this directed by GBJV during the tender?

- Centenary Bridge Upgrade T493 Electrical & ITS - NTT51 at Night Rates Sinnamon rd
- Centenary Bridge Upgrade T493 Electrical & ITS - Fibre Northern side at Night Rates as per BMD plan Draft ITS

Centenary Bridge EBA Rates	Price
Centenary Bridge Upgrade T493 Electrical & ITS 1.0 Preliminaries and BPIC uplift	\$461,856.86
Works Package A - Civil Works	\$1,314,084.61
Works Package D - Sinnamon Rd Intersection Day rates	\$154,425.06
Temporary Connection (refer Sketch) Fibre southern side	\$66,097.23
Centenary Bridge Upgrade T493 Electrical & ITS - NTT51 at Night Rates Sinnamon rd	\$152,324.97
Centenary Bridge Upgrade T493 Electrical & ITS - Fibre Northern side at Night Rates as per BMD plan Draft ITS	\$146,047.11
Subtotal	\$2,294,835.84

Regards,



Jack Markwell

Senior Project Engineer

Level 3, 100 McLachlan Street

Fortitude Valley

QLD

4006

Telephone:

Mobile:

[REDACTED]

[REDACTED]

Our vision is to be the 'best people to work with'

Georgiou Group acknowledges the traditional custodians of the land on which we work, and pay our respects to the Elders past, present and emerging.

RE: Centenary Bridge Upgrade - Electrical / ITS Package - BPIC Proposal V2 - CVIS Detailed Review

From: Rex Clarke <[REDACTED]>
To: Matt Everett <[REDACTED]>; Jack Markwell <[REDACTED]>
Cc: Tristan Jenkins <[REDACTED]>; Kandyce Draper <[REDACTED]>; Warrick Payne <[REDACTED]>;
 James Bevan <[REDACTED]>; Leigh Hahn <[REDACTED]>; Quinn Murray <[REDACTED]>
Date: Thu, 20 Jul 2023 08:17:53 +1000

Hi Matt,

Generally I think we're fairly close on the BPIC uplift; my comments:

- We should carry out the base rate comparison on July 2023 rates as this provides known CPI figures
- We differ on CPI figures at 3/8/22 and 3/8/23 and so the base rates differ
- The intent is that the 'terms and conditions of employment are demonstrably equivalent to BPIC, including pay rates' (i.e. financial parity as you refer to below). We therefore do not agree that any adjustment/discount of the CVIS base rate should be made on account of what is 'included' in the base rate (e.g. travel and fares).

Happy to discuss once we have received your best and final offer on Monday.

Thanks,

Rex



Rex Clarke
 Commercial Engineer
 Georgiou BMD Joint Venture (GBJV)

213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178



From: Matt Everett <[REDACTED]>
Sent: Thursday, 20 July 2023 7:10 AM
To: Jack Markwell <[REDACTED]>
Cc: Tristan Jenkins <[REDACTED]>; Kandyce Draper <[REDACTED]>; Warrick Payne <[REDACTED]>;
 James Bevan <[REDACTED]>; Leigh Hahn <[REDACTED]>; Quinn Murray <[REDACTED]>;
 Rex Clarke <[REDACTED]>
Subject: RE: Centenary Bridge Upgrade - Electrical / ITS Package - BPIC Proposal V2 - CVIS Detailed Review

Hi Jack,

Thanks for your time yesterday to discuss the Electrical / ITS Package for Centenary Bridge.

As discussed CVIS will be required to a detailed review to apply any reduced costs / risk factor associated with this project and we would like to request until at least COB Monday 24/7/23 to present a revised offer.

In the interim if you could provide any further feedback on the BPIC uplift calculations it would be appreciated.

Regards Matt

Matt Everett Bid and Contracts Manager

148 Hedley Avenue, Hendra QLD 4011

From: Matt Everett <[REDACTED]>
Sent: Tuesday, June [REDACTED]
To: [REDACTED]
Cc: [REDACTED]; Kandyce Draper <[REDACTED]>; Warrick Payne <[REDACTED]>;
 James Bevan <[REDACTED]>
Subject: RE: [REDACTED]

Hi All,

- I have provided the "L23611 R2AS V10EA BPIC Calculator V10EA" spreadsheet to show the BPIC up lift with a 15% margin – *Note: I have not adjusted the uplift values for Travel / Fares in the calculator spread sheet, it still utilises the full uplift in line with comments below.*
- I have provided the "BPIC Hourly Rate Uplift Cent Bridge - CVIS V3 27.06.23" spreadsheets of the BPIC Hourly Rate Uplift with revised comments around Travel / Fares - that explains my interpretation of the allowances paid over and above the base rate.

- 1 The first point to understand and agree is that the "Travel & Fares" is an allowance over and above the base rate.
- 2 the base rate point to appreciate is that as previously acknowledged a portion of the CVIS base rate includes a value for Travel / Fares
- 3 Determined from an aggregated CVIS Civil base rate this value would be $\$34.61 \times 0.5 \text{ Hrs} = 17.305 / \text{day}$ leaving a short fall of $\$20.945 / \text{day}$ still to be paid employee
- 4 Determined from an aggregated CVIS Elect base rate this value would be $\$41.70 \times 0.5 \text{ Hrs} = 20.85 / \text{day}$ leaving a short fall of $\$17.40 / \text{day}$ still to be paid employee
- 5 However if the intention of the BPIC document is to make sure that workers are not worse off under the EA then in a purely mathematical equation : a deficit

In summary:

1. The BPIC Base Rate is a set hourly rate and then the allowances are paid over and above the BPIC Base rate.
2. The CVIS Base rate is a combination of allowances and set hourly rate.
3. Therefore any allowances over and above the BPIC Base rate should be considered as an uplift over and above the CVIS Base rate to create overall financial parity between the two agreements.

I have also attached the proposed CVIS letter of offer V10 and Matching EA & BPIC V10 BOQ's for the project. There is a small discrepancy between the BPIC calculator and the Letter / BOQ values but this due to rounding differences and is currently in the clients favour by \$16.13.

I look forward to your review and feedback

Regards Matt

Matt Everett Bid and Contracts Manager

148 Hedley Avenue, Hendra QLD 4011

Matt Everett Bid and Contracts Manager

148 Hedley Avenue, Hendra QLD 4011

From: Rex Clarke <[REDACTED]>
Sent: Friday, June 23, 2023 2:59 PM
To: Matt Everett <[REDACTED]>
C: Tristan Jenkins <[REDACTED]>; Jack Markwell <[REDACTED]>; Kandvce Draper <[REDACTED]>; Leigh Hann <[REDACTED]>; Warrick Pavne <[REDACTED]>; Quinn Murray <[REDACTED]>
Subject: RE: Centenary Bridge Upgrade - Electrical / ITS Package - BPIC Proposal V2

Hi Matt,

I had a brief review- the only two things which come to mind are (a) what is the % margin proposed for application to the rates and (b) that we're not in agreement on the 'rebasings' of the CVIS rate for travel/fares.

I believe (a) will be reflected in your adjusted schedule (to be submitted) and (b) I think we need a discussion to resolve.

Look forward to receiving your revised offer.

Thanks



Rex Clarke
 Commercial Engineer
 Georgiou BMD Joint Venture (GBJV)

213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Matt Everett <[REDACTED]>
Sent: Friday, 23 June 2023 2:38 PM
To: Rex Clarke <[REDACTED]>
C: Tristan Jenkins <[REDACTED]>; Jack Markwell <[REDACTED]>; Kandvce Draper <[REDACTED]>; Leigh Hann <[REDACTED]>; Warrick Pavne <[REDACTED]>; Quinn Murray <[REDACTED]>

Subject: RE: Centenary Bridge Upgrade - Electrical / ITS Package - BPIC Proposal V2

Hi Rex,

I was wondering if you had any further feedback on the revised spreadsheet submitted yesterday?
I'm still chasing a final signature for the adjusted pricing schedule at my end and I may need until Tuesday next week to get things signed off before I can send you a copy.
If you have any questions in the interim please feel free to give me a call.

Regards Matt

Matt Everett Bid and Contracts Manager

148 Hedley Avenue, Hendra QLD 4011

From: Matt Everett <[REDACTED]>
Sent: Thursday, June 22, 2023 3:08 PM
To: Rex Clarke <[REDACTED]>; Tristan Jenkins <[REDACTED]>; Kandvce Draper <[REDACTED]>; Warrick Pavne <[REDACTED]>; Jack Markwell <[REDACTED]>; Leigh Hahn <[REDACTED]>; Quinn Murray <[REDACTED]>
Subject: RE: Centenary Bridge Upgrade - Electrical / ITS Package - BPIC Proposal V2

Hi Rex,

Thank you for your assistance with helping CVIS navigate the differences between the BPIC document and our EA.
I have provided answers / clarifications in red below.
I have also added an "Elect GBJV Edit" tab for your consideration and Travel and Fares Logic Graph to show my thinking on this topic.

Further to the clarifications below CVIS are also now aware of some errors in our original EA tender submission and we will now need to amend our pricing accordingly for both EA and BPIC project pricing.
I will make the adjustments and resubmit tomorrow.

Regards Matt

Matt Everett Bid and Contracts Manager

148 Hedley Avenue, Hendra QLD 4011

From: Rex Clarke <[REDACTED]>
Sent: Thursday, June 22, 2023 9:31 AM
To: Matt Everett <[REDACTED]>
Cc: Tristan Jenkins <[REDACTED]>; Kandvce Draper <[REDACTED]>; Warrick Pavne <[REDACTED]>; Jack Markwell <[REDACTED]>; Leigh Hahn <[REDACTED]>; Quinn Murray <[REDACTED]>
Subject: RE: Centenary Bridge Upgrade - Electrical / ITS Package - BPIC Proposal V1

Apologies - wrong sheet attached yesterday.



Rex Clarke
 Commercial Engineer
 Georgiou BMD Joint Venture (GBJV)

213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178



From: Rex Clarke <[REDACTED]>
Sent: Wednesday, 21 June 2023 3:15 PM
To: Matt Everett <[REDACTED]>
Cc: Tristan Jenkins <[REDACTED]>; Kandvce Draper <[REDACTED]>; Warrick Pavne <[REDACTED]>; Jack Markwell <[REDACTED]>; Leigh Hahn <[REDACTED]>; Quinn Murray <[REDACTED]>
Subject: RE: Centenary Bridge Upgrade - Electrical / ITS Package - BPIC Proposal V1

Hi Matt,

Thanks for providing an updated sheet and the responses below.

Our comments are below; also see attached 'GBJV edit' of Civil tab to reflect our understanding.

- CPI and base rates
 - Rather than try to predict the CPI to MAR24 applied to the CVIS rates, a preferable approach may be to base the calculation on known rates (i.e. 2023 rates)
 - Clause 21.3 of the CVIS EA relates to indexation:
 - CI21.3 states that indexation shall occur within one month of FW approval (of the EA)
 - Annual CPI increase at MAR22 according to the called up ABS index was 5.1%
 - We understand therefore that a 5.1% increase should apply to the 'base' rates in the Section 190 undertaking to arrive at the 2022 rates
 - The 7% CPI increase should then be applied to the 2022 rates to calculate rates applicable from August 2023
- CVIS have adopted this strategy and made adjustment in the spreadsheet for your consideration
- Travel allowance
 - We agree that the CVIS base rates are deemed to include travel to site where site is located within 50km of a CVIS office (as is the case here) and CVIS employees are utilising a CVIS vehicle
 - However, we don't follow the logic applied in lowering the base CVIS rates for the purpose of the calculation.
 - The 'base case' is that the CVIS rate includes travel to site; the 'extra over' is \$38.25/shift or \$4.78/hr
 - The operation of Clauses 23.1(b) and (d) of the CVIS EA are unclear so have not been considered
- CVIS have included a logic graph and made adjustment in the spreadsheet for your consideration
- Aggregate rates
 - Elec - 50% EW7 and 50% Supervisor
 - The intent of the aggregate rate was to build up a typical crew
 - It seems as though a highly skilled electrician (EW7) and a supervisor (EW8) isn't a typical crew makeup -i.e. we would expect a greater number of lower EWs in crew
 - Note that the 'leading hand allowance' is calculated based on one LH per 6 workers
- CVIS have adopted this strategy and made adjustment in the spreadsheet for your consideration
- Civil
 - As above - the constitution of the crew seems unusual
 - Note 50% have trade qualifications (i.e. would likely qualify as above CW2); leading hand allowance 1 per 6 persons
- CVIS have adopted this strategy and made adjustment in the spreadsheet for your consideration
- \$8.18/hr for administration (\$65k pa over 8000hrs)
 - 8000hrs over a period of one year equates to ~4FTEs at 8hrs/day, 5d/wk - fewer FTEs if longer daily hours worked
 - The employment of one HR/IR administrator for the sole purpose of 4FTEs' payroll doesn't seem reasonable
- CVIS have removed this cost as and considered it as a cost of running the business
- Meal allowance
 - Our preference is to calculate a 'most likely' amount and include as an hourly allowance
 - E.g. 40% of shifts will be in excess of 10hrs(BPIC); total 8000hrs / avg shift length 9hrs = 890 shifts; 40% x 890 shifts x \$23.34 = \$8300. Say approx. \$1/hr uplift
- CVIS have adopted this strategy and made adjustment in the spreadsheet for your consideration

Please let us know what your thoughts are on the above - we are happy to meet again to discuss/resolve.

Thanks,

Rex



Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Matt Everett <[REDACTED]>
Sent: Wednesday, 21 June 2023 10:46 AM
To: Jack Markwell <[REDACTED]>; Leigh Hahn <[REDACTED]>; Rex Clarke <[REDACTED]>
Cc: Tristan Jenkins <[REDACTED]>; Kandyce Draper <[REDACTED]>; Warrick Payne <[REDACTED]>
Subject: FW: Centenary Bridge Upgrade - Electrical / ITS Package - BPIC Proposal V1

Hi All,

Response as per below in Red and attached Spreadsheet for your review.

Regards Matt Everett

Matt Everett Bid and Contracts Manager

148 Hedley Avenue, Hendra QLD 4011

From: Jack Markwell <[REDACTED]>
 Sent: Friday, June 16, 2023 7:30 AM
 To: Matt Everett <[REDACTED]>
 Cc: Leigh Hahn <[REDACTED]>; Rex Clarke <[REDACTED]>
 Subject: RE: Centenary Bridge Upgrade - Electrical / ITS Package

Hi Matt,

Some further comments regarding BPIC uplift:

Civil Hourly Rate Uplift

- In addition to your second point re. wages increasing by their minimum (3%) perhaps not being appropriate when CPI is at ~7%, it appears CVS have also not applied the increase to their civil rates in line with their EBA (see **attached**). Their EBA was approved on 10 August 2022, and under clause 21.3 they committed to *applying wage increases relative to wage indexation within the first month that the agreement is approved*. They appear to have applied this increase to their elec hourly rates, but not the civil rates.
 - CVIS have adjusted rates to reflect current CPI increase and predicted CPI increase on the attached spreadsheet – also noted below
- Will they be engaging tradespersons for their civil scope? Their civil EA classification structure doesn't even contemplate chippies etc, yet they're tacking \$3.28 for every hour; assuming they have chippies etc, I would suggest it would be fairer to calculate this based on a worker ratio, similar to leading hands?
 - CVIS agree and anticipate that 50% of our civil workers may have additional / dual trade qualifications
- Will they be engaging scaffolders/riggers for their civil scope? They've added the \$0.99 p/hour certificate allowance for every hour. This allowance is only payable to "holders of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person is entitled to a certificate allowance". Similar to leading hands, is a ratio more appropriate here?
 - CVIS has removed this from the uplift rate as it is only required for scaffolding.
 - Consequently CVIS will need to specifically exclude this activity from our offer.
- They are applying the statutory authorities' allowance to their civil guys, which is only payable "to an employee engaged in a plumbing, mechanical plumbing, sprinkler fitting or pipe trade classification, who is required to act on a licence issued by an appropriate state authority". Will any of these workers be engaged as such?
 - CVIS has removed this from the uplift rate as it is only required for *an employee engaged in a plumbing, mechanical plumbing, sprinkler fitting or pipe trade classification, who is required to act on a licence issued by an appropriate state authority*
 - Consequently CVIS will need to specifically exclude this activity from our offer.
- Clause 23.2 of their EBA contains payment for a meal allowance of \$16.41 when working more than ten and a half (10.5) hours, yet their calculations do not factor in any component of this allowance and instead, GBJV are assuming the entire cost.

Treat as a schedule of rate variation as required:

 - 1 x daily payment divided by 10 working hours? Only required if 10 hrs worked.
 - CVIS propose a provisional / schedule of rate of \$24.04 / man be applied as a variation if more than 10hrs are worked in any one day
 - This has been removed from uplift

Elect Hourly Rate Uplift

- This uplift is based on an EW8, would there not be a mix of EW classifications?
 - CVIS have created an aggregate rate for Civil and Electrical Workers – (utilises bottom 2 pay rates and top 2 pay rates)
- Will they be engaging scaffolders/riggers for their electrical scope? They've added the \$0.99 p/hour certificate allowance for every hour. This allowance is only payable to "holders of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person is entitled to a certificate allowance". Similar to leading hands, is a ratio more appropriate here?
 - CVIS has removed this from the uplift rate as it is only required for scaffolding.
 - Consequently CVIS will need to specifically exclude this activity from our offer.

Give me a call if you have any queries.

Regards,



Jack Markwell
 Senior Project Engineer
 Georgiou BMD Joint Venture (GBJV)

213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Jack Markwell
 Sent: Tuesday, 13 June 2023 5:02 PM
 To: Matt Everett <[REDACTED]>

Cc: Leigh Hahn [REDACTED] >; Rex Clarke [REDACTED] >
 Subject: RE: Centenary Bridge Upgrade - Electrical / ITS Package

Hi Matt,

Thanks for your time today. As discussed, can you please review the below queries relating to BPIC uplift:

Note: The below queries are based on comparison between *CV Infrastructure Services Enterprise Agreement 2022 to 2026* and the BPIC Hourly Rate Uplift sheet.

Civil / Electrical Uplift

1. Calculations based on CW8 rates. As there will be a mix of CW's throughout the project is there an option to average the rates between CW1 and CW8?
 - CVIS have created an aggregate rate for Civil and Electrical Workers – (**Civil** utilises bottom 2 pay rates and top 2 pay rates) and (**Elect** utilises top 2 pay rates)
2. 1 July 2024 EA rates calculated at 3% increase each year from 2022. Can you please review if this should be adjusted based on recent CPI?
 - CVIS have adjusted rates to reflect current CPI increase and predicted CPI increase
3. "Daily Fares and Travelling Allowance" which is \$4.92 per hour for both disciplines; or the Transport BPIC \$39.39 per day from July 2024 divided by 8 hours. Clause 23(a) of CV's current agreement permits 15-minutes each-way at normal-time. Can you please review if the allowable amount in the current agreement should be subtracted from the BPIC uplift?
 - **ELECTRICAL:**
 - i. 1 x BPIC daily rate \$39.39 divided by a min 8 hr day = \$4.92 this value is over and above BPIC Base Rate
 - ii. CVIS EBA allows 15min in the base rate each way
 - iii. Therefore on aggregate rate \$44.7053 x 0.5Hrs = \$22.3526 / day / 8 hrs = \$2.7940 /hr
 - iv. Consequently we would then need to lower the aggregate CVIS base rate by this value and then pay the over and above value of \$4.92 on the adjusted aggregate rate.
 - v. Ultimately this creates an increased "Difference" value between the CVIS base rate and the BPIC base rate refer green highlighted cell on spreadsheet
 - **CIVIL:**
 - i. 1 x BPIC daily rate \$39.39 divided by a min 8 hr day = \$4.92 this value is over and above BPIC Base Rate
 - ii. CVIS EBA allows 15min in the base rate each way
 - iii. Therefore on aggregate rate \$340879 x 0.5Hrs = \$17.04395 / day / 8 hrs = \$2.13 /hr
 - iv. Consequently we would then need to lower the aggregate CVIS base rate by this value and then pay the over and above value of \$4.92 on the adjusted aggregate rate.
 - v. Ultimately this creates an increased "Difference" value between the CVIS base rate and the BPIC base rate refer green highlighted cell on spreadsheet
3. In the Civil there is \$7.41 per hour and for the Electrical \$9.31 per hour in various Allowances - 1st Aid, meal, tradesperson, electrical licence, certificate, etc - but, Clause 61 of CV's current agreement has these allowances included within the base rate. What is the extra-over to bring it to the BPIC amount?
 - CVIS have made adjustments to Civil allowances and now there are only the relevant cost left to spread across work crew = \$1.13 / hr
 - CVIS have made adjustments to Elect allowances and now there are only the relevant cost left to spread across work crew = \$1.13 / hr
 (Note: cost per hour is spread across a 6man crew so can't simply deduct from base rate like – Daily Fares and Travel allowance)
4. \$0.92 allowed for HSE and Union delegate. Is this required for a project with approx. 8,000 man hours?
 - CVIS seek principals advice on whether the Principal intends to manage all HSE & Union activities on site – if yes then CVIS will remove – If no then CVIS are obliged to provide project specific delegates educated on the BPIC Transport document.

Additional Cost

1. \$4.52 per hour calculation in relation to 'companywide expenses' - can you please review this calculation as its allowing for \$120k per annum / 22,464 man hrs?
 - CVIS have adjusted this rate to reflect
 - Project specific expense for additional resources @ approx. \$65k per annum to administer project / Payroll / HR & IR Issues including consultancy fees to set up employee agreements
 - \$65,000.00 / by approx. 7945.6 man hrs of recovery = \$ 8.18 / hr

Regards Matt

Regards,



Jack Markwell
 Senior Project Engineer
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Matt Everett <[REDACTED]>
Sent: Wednesday, 31 May 2023 1:07 PM
To: Jack Markwell <[REDACTED]>
Subject: FW: Centenary Bridge Upgrade - Electrical / ITS Package

FYI



Matt Everett Bid and Contracts Manager

[REDACTED]
 148 Hedley Avenue, Hendra QLD 4011
cvsg.com.au

INFRASTRUCTURE SERVICES



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From: Matt Everett
Sent: Wednesday, May 31, 2023 1:05 PM
To: Jack Markwell <[REDACTED]>; James Bevan <[REDACTED]>
Cc: Nicole Macfarlane <[REDACTED]>
Subject: RE: Centenary Bridge Upgrade - Electrical / ITS Package

Hi Jack,

I have applied the civil hourly rate uplift to this spreadsheet.
 Let me know if you need any more detail?

Regards Matt

From: Jack Markwell <[REDACTED]>
Sent: Tuesday, May 23, 2023 2:56 PM
To: Matt Everett <[REDACTED]>; James Bevan <[REDACTED]>
Cc: Nicole Macfarlane <[REDACTED]>
Subject: Centenary Bridge Upgrade - Electrical / ITS Package

Hi Matt / James,

As discussed, can you please complete the attached Non-Price Criteria.

Can you please confirm if the below items in your Letter of Offer are to complete the full scope at night or extra / over to the day rates? Also, did you determine that these are the only nightworks for the project or was this directed by GBJV during the tender?

- Centenary Bridge Upgrade T493 Electrical & ITS - NTT51 at Night Rates Sinnamon rd
- Centenary Bridge Upgrade T493 Electrical & ITS - Fibre Northern side at Night Rates as per BMD plan Draft ITS

Centenary Bridge EBA Rates	Price
Centenary Bridge Upgrade T493 Electrical & ITS 1.0 Preliminaries and BPIC uplift	\$461,856.86
Works Package A - Civil Works	\$1,314,084.61
Works Package D - Sinnamon Rd Intersection Day rates	\$154,425.06
Temporary Connection (refer Sketch) Fibre southern side	\$66,097.23
Centenary Bridge Upgrade T493 Electrical & ITS - NTT51 at Night Rates Sinnamon rd	\$152,324.97
Centenary Bridge Upgrade T493 Electrical & ITS -Fibre Northern side at Night Rates as per BMD plan Draft ITS	\$146,047.11
Subtotal	\$2,294,835.84

Regards,



Jack Markwell

Senior Project Engineer

Level 3, 100 McLachlan Street

Fortitude Valley

QLD

4006

Telephone:
Mobile:



Our vision is to be the 'best people to work with'

Georgiou Group acknowledges the traditional custodians of the land on which we work, and pay our respects to the Elders past, present and emerging.

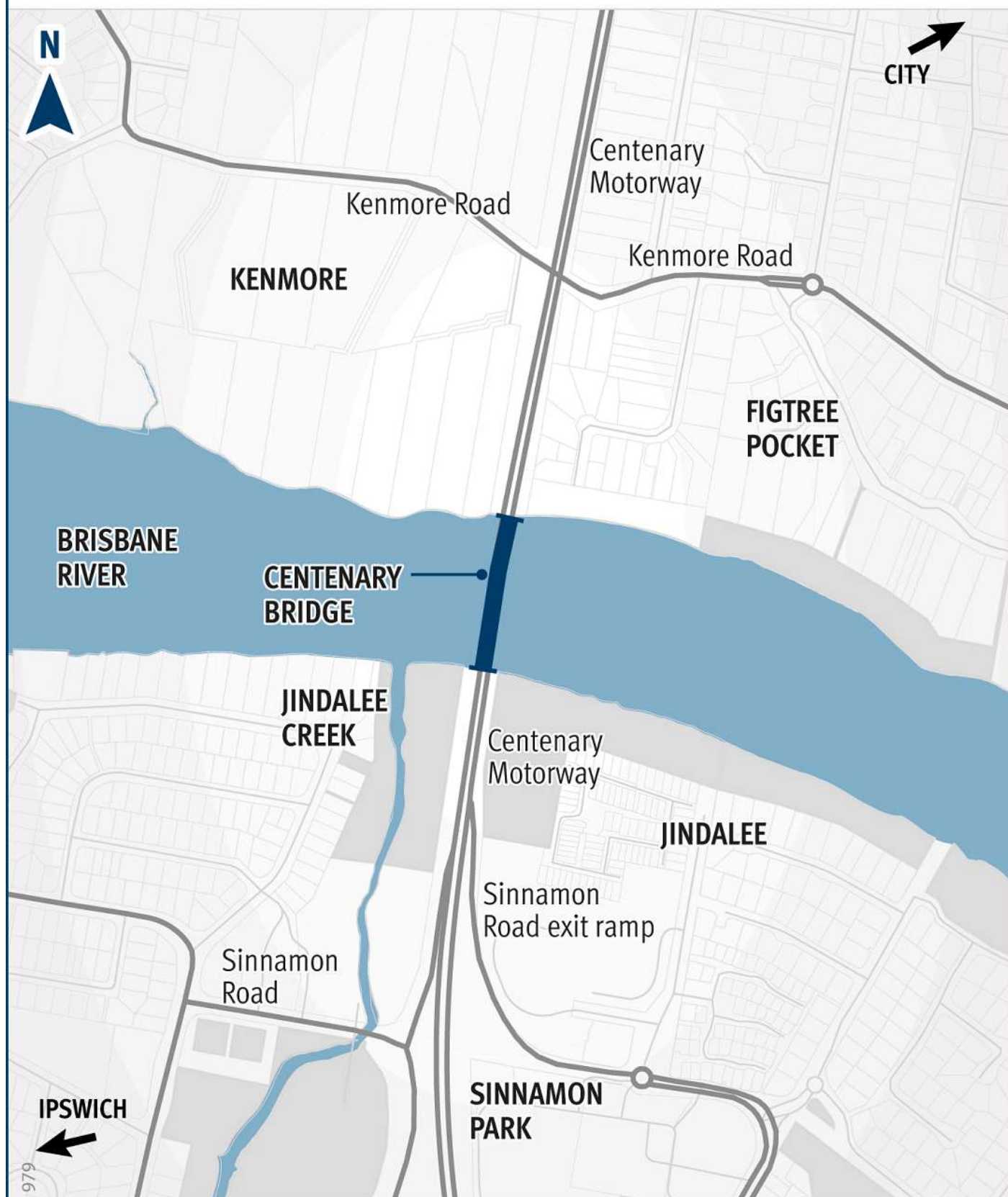
Legend



Project location



Road network



CN-13712 Centenary Bridge Upgrade - CFMEU visit

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED]; David OEI <[REDACTED]>; Ben Weston <[REDACTED]>; Berry Freshney <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quy-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Mon, 29 May 2023 16:46:09 +1000

Hi Chris & Peter, further to text messages earlier today.

GBJV had a visit to the interim Site Compound this morning (around 10am) from someone who identified themselves as Dean Riley, CFMEU Organiser.

Dean reported that he was in receipt of a complaint / query regarding workplace health & safety at our project: he did not identify what, where or from whom.

After further conversation with Gavin & Ben, Dean stated the safety concern related to "the whole job"

Dean was on-site for approximately 45-minutes, was under escort along the Active Transport Path by Ben & Gavin, to Span 1 and back.

- No requests for documentation.
- No safety inspection.
- No significant concerns raised.
- No specific comments made.
- Only casual conversation with a few with workers in the Lunch Room ie, < 2 minutes

Our understanding is that Dean (and/or his colleagues) will return regularly.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

RE: CN-13712 Centenary Bridge Upgrade - Right of Entry

From: Leigh Hahn <[REDACTED]>
To: Greg Power - Draytons Workplace Consulting <[REDACTED]>; Steve Thomas <[REDACTED]>
Cc: Ben Weston <[REDACTED]>; Berry Freshney <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Thu, 15 Jun 2023 15:05:06 +1000

All five please Greg.
 I am unsympathetic to writer's cramp in the AWU



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Greg Power - Draytons Workplace Consulting <[REDACTED]>
Sent: Thursday, 15 June 2023 15:05
To: Leigh Hahn <[REDACTED]>; Steve Thomas <[REDACTED]>
Cc: Ben Weston <[REDACTED]>; Berry Freshney <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Subject: Re: CN-13712 Centenary Bridge Upgrade - Right of Entry

Leigh,

It is probably simpler to give yours and the Safety Manager, so there is no double ups between staff.

Regards,



Greg Power

Senior Consultant

T: [REDACTED]
[REDACTED]

Drayton's Workplace Consulting

www.draytons.com.au

From: Leigh Hahn <[REDACTED]>
Sent: Thursday, June [REDACTED]
To: [REDACTED] Workplace Consulting <[REDACTED]>; Steve Thomas
 [REDACTED]
 <[REDACTED]>; Mathew Quay-
 Ve [REDACTED]; Q [REDACTED] [.com.au](http://www.draytons.com.au);
 Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: C [REDACTED] e - Right of Entry

Greg & Steve, we don't have, nor really want, a project email.
 I am happy if you provide the following for RoE notices.

1. **Leigh Hahn** Project Director [REDACTED]
[REDACTED]
2. **Gavin Kennv** Superintendent [REDACTED]
[REDACTED]
3. **Quinn Murray** Project Manager [REDACTED]
[REDACTED]
4. **Rex Clarke** Commercial Engineer [REDACTED]
[REDACTED]
5. **Benjamin Weston** Safety Manager [REDACTED]
[REDACTED]



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Greg Power - Draytons Workplace Consulting <[REDACTED]>
Sent: Thursday, 15
To: Steve Thomas [REDACTED]; Leigh Hahn <[REDACTED]>
Subject: Centenary

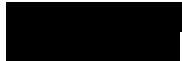
Steve and Leigh,

Jamie McQueen has called asking where to send ROE notices. Do we have an email address for the project.

Regards,



Greg Power
Senior Consultant



Drayton's Workplace Consulting
www.draytons.com.au

CN-13712 Centenary Bridge Upgrade - AWU visit

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED] <[REDACTED]>; David OEI <[REDACTED]>; Ben Weston <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Fri, 23 Jun 2023 17:23:42 +1000
Attachments: Centenary Bridge ROE JM 23-06-2023.pdf (100.76 kB); Centenary Bridge ROE KN 23-06-2023.pdf (102.56 kB)

Hi Chris & Peter,

GBJV had an informal visit from the AWU today.

Whilst informal, Jamie Macmillan and Kurt Neumann from the AWU both submitted Right of Entry documentation, see attached.

Discussions were predominantly held off-site with Gavin and Ben from GBJV.

- No requests for documentation.
- No safety inspection.
- No significant concerns raised.
- No specific comments made.
- Limited conversation with a few with workers



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - CFMEU visit

From: Leigh Hahn <[REDACTED]>
To: Peter.Konecny <[REDACTED]>
Cc: [REDACTED] Chris DEMARTINI <[REDACTED]>; David OEI
 [REDACTED]; Ben Weston <[REDACTED]>; Berry Freshney
 <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew
 Quay-Verlander <[REDACTED]>; Quinn Murray
 [REDACTED]; Rex Clarke <[REDACTED]> Sean
 Donald <[REDACTED]>
Date: Wed, 28 Jun 2023 10:36:30 +1000

Hi Peter, further to text message earlier today to you & Fran.

GBJV had a visit to the interim Site Compound this morning (around 8:30am) from Dean Riley, CFMEU Organiser.

Dean held an informal conversation with Gavin & myself off-site which, centred upon the engagement of Traffic Control providers.

This is reflective a continued concern of the applicability of BPIC to the Traffic Controllers.

Dean was subsequently escorted by Gavin along the Active Transport Path to converse with Traffic Controllers.

- No requests for documentation were made.
- No safety inspection conducted.
- No significant concerns raised.
- No specific comments made.

Our understanding is that Dean (and/or his colleagues) will return regularly.

Georgiou

BMD

Leigh Hahn

Project Director

Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

FW: 815-J019-0033 - Subcontractor Payroll Audit

From: Rex Clarke [REDACTED]
To: Jonty Bekkers [REDACTED]
Cc: Quinn Murray [REDACTED]; Leigh Hahn [REDACTED]; Gavin Kenny [REDACTED]
Date: Wed, 26 Jul 2023 12:12:59 +1000
Attachments: 815-J019-0033 - Subcontractor Payroll Audit.docx (14.58 MB); Transport-BPIC_100-300M.pdf (797.84 kB)

Hi Jonty,

I understand Quinn's been in contact in relation to our audit of Altus' timesheets. It would be great if you could help us with this task.

I've attached Altus' response - let me know if the zip file links don't work for you.

We don't have a hard deadline, but it would be good to know in the next couple of weeks whether Altus are compliant with the Transport BPIC insofar as they have committed below:

BPIC Clause	Description	Subcontractor Com
1.0 Consultation	Involve the employees in consultation, both directly and via committee to communicate matters likely to have a Significant Effect on multiple employees	• Yes
	Requirement to consult does not apply where an Employee has irregular, sporadic or unpredictable working hours	• Yes
2.0 Dispute Settlement Procedure	In the raising of a Dispute, pre dispute status quo shall prevail while the Dispute is being resolved	• Yes
	Employees can apply a representative in relation to a dispute	• Yes
	Dealing with any work-related grievance shall first be submitted to Employer	• Yes
	Escalating the grievance via an employee representative, union official and if unresolved, to the FWC	• No
3.0 Contract of Employment	Employer to notify details of the role to the employee	• Yes
	Employer to direct employee to duties that are commensurate with skill, competence and training	• Yes
	Maintenance of entitlements through absence from work in the circumstances of workers compensation	• Yes
4.0 Employment Security	Compliance with Employment Security where it is practical to do so	• Yes
	Consultation in the event of hiring subcontractors	• Yes
5.0 Individual Flexibility Arrangements	Rules governing the application of IFAs	• Yes
6.0 Inclusion	Can include cultural awareness training for all staff and Welcome to Country once employment exceeds 50 staff.	• Yes
	Can promote employment participation for women	• Yes
8.0 Casual Employment	Can ensure payment for non-chargeable leave for casual staff	• No, it's that the provi leave was inc with the roste traffic control

	Can ensure that all casual staff are paid a minimum of 8 hours per weekday and 4 hours per weekend day	• No, it is not possible to ensure that staff be paid in accordance to length subject to minimum charge of four hours
	Can ensure that all staff receive an RDO	• No, it is not possible to ensure that the provision of RDOs was in line with the roster traffic control
	Staff can be paid at the recommended wage rates (CW2) level	• Yes, for the way of an hour allowance being difference between traffic control rate and the CW2 classification
9.0 Hours of Work	Ordinary hours, start and finish times, overtime, RDO and weekend work	• Yes, as per the scope agreed in Clause 9.0
10.0 Shift Work	Shift work to only occur after consultation	• No
	Shift work definitions and loadings	• No
11.0 Overtime	Overtime definition	• Yes
12.0 Rostered Day Off	Definition and circumstances for RDOs	• No, it is not possible to ensure that RDOs were factored into the roster
13.0 Apprentices and Trainees	Trainees can be paid at the recommended levels	• Yes
14.0 Superannuation	Amounts and legal basis for payment of superannuation	• Yes
15.0 Redundancy Contributions	Amounts and payment of redundancy contributions	• No, as the labour does not pay for the payment of redundancy contributions
16.0 Training Contributions	Proposed Training Organisations are not relevant to the scope of works being provided	• No
17.0 Allowances	Allowance definitions and amounts	• No, all allowances will be provided to employees in line with EA
18.0 Annual Leave	Annual leave amounts and basis	• No, as all leave will be governed in accordance with EA
19.0 Long Service Leave	Long service leave statement of entitlement	• No
20.0 Other Leave	Other leave basis and entitlements	• Yes
21.0 Family Violence Leave	Family violence leave basis and entitlements	• Yes
22.0 Termination of Employment	Termination of employment for performance, misconduct or redundancy	• No
23.0 Time and Wages Records	Records compliance	• Yes
24.0 Sham Contracting	Sham contracting obligations	• Yes
25.0 Security of Payments	Security of payments obligations	• Yes
26.0 Salary Sacrifice Arrangements	Salary sacrificing options for full time employees	• Yes
27.0 Engagement of Non-	Direct employment opportunities to Australian citizens	• Yes

Citizens or Non-Residents	and residents Employer to provide evidence within 7 days of a request by an employee for compliance with this clause including evidence	• No
28.0 Compliance with Document	Obligation regarding compliance with this document including ability for any employee to request an audit	• No, or that Altus has indicated full compliance with the BPIC
29.0 Positioning of Document and Notices	A copy of the Document will be exhibited in a conspicuous and convenient place on the premises of the Employer and on every Employee's worksite so as to be easily read by Employee's	• No
30.0 Severability	Severability clarification	• Yes



Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Sarah Tate <[REDACTED]>
Sent: Friday, 21 July 2019
To: Rex Clarke <[REDACTED]>
Cc: Marc Baen <[REDACTED]>; James Pen <[REDACTED]>;
Gavin Kennv <[REDACTED]>; Leigh Hahn <[REDACTED]>; n Murray <[REDACTED]>
Subject: Re: 815-J019-0033 - Subcontractor Payroll Audit

You don't often get email from [REDACTED]. [Learn why this is important](#)

Hi Rex,

Please find attached letter and supporting documents for Centenary Bridge Subcontractor audit.

Please don't hesitate to contact me if you have any questions.

Regards,
Sarah Tate



Sarah Tate

National Sales Business Partner



[Redacted]



[Redacted]



[Redacted]



altustraffic.com.au



1/660 Lorimer Street , Port Melbourne VIC 3207



From: Rex Clarke <[Redacted]>
Sent: 06 July 2023
To: Marc Baensch [Redacted]
Cc: James Pe [Redacted]; Gavin Murray <[Redacted]>
Subject: 815 [Redacted] Audit

Caution: This email originated outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Marc,

Notice of audit attached as discussed with James.

Please let me know if any queries or concerns and otherwise we look forward to receiving the requested information on 14 July.

Thanks,

Rex



Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Rex Clarke [REDACTED]
Sent: Wed 26/07/2023 12:13:00 PM (UTC+10:00)
To: Jonty Bekkers [REDACTED]
Cc: Quinn Murray [REDACTED]; Leigh Hahn [REDACTED]; Gavin Kenny [REDACTED]
Subject: FW: 815-J019-0033 - Subcontractor Payroll Audit
Attachment: 815-J019-0033 - Subcontractor Payroll Audit.docx
Attachment: Transport-BPIC_100-300M.pdf

Hi Jonty,

I understand Quinn's been in contact in relation to our audit of Altus' timesheets. It would be great if you could help us with this task.

I've attached Altus' response - let me know if the zip file links don't work for you.

We don't have a hard deadline, but it would be good to know in the next couple of weeks whether Altus are compliant with the Transport BPIC insofar as they have committed below:

BPIC Clause	Description	Subcontractor Compliance
1.0 Consultation	Involve the employees in consultation, both directly and via committee to communicate matters likely to have a Significant Effect on multiple employees	• Yes
	Requirement to consult does not apply where an Employee has irregular, sporadic or unpredictable working hours	• Yes
2.0 Dispute Settlement Procedure	In the raising of a Dispute, pre dispute status quo shall prevail while the Dispute is being resolved	• Yes
	Employees can apply a representative in relation to a dispute	• Yes
	Dealing with any work-related grievance shall first be submitted to Employer	• Yes
	Escalating the grievance via an employee representative, union official and if unresolved, to the	• No

	FWC	
3.0 Contract of Employment	Employer to notify details of the role to the employee	• Yes
	Employer to direct employee to duties that are commensurate with skill, competence and training	• Yes
	Maintenance of entitlements through absence from work in the circumstances of workers compensation	• Yes
4.0 Employment Security	Compliance with Employment Security where it is practical to do so	• Yes
	Consultation in the event of hiring subcontractors	• Yes
5.0 Individual Flexibility Arrangements	Rules governing the application of IFAs	• Yes
6.0 Inclusion	Can include cultural awareness training for all staff and Welcome to Country once employment exceeds 50 staff.	• Yes
	Can promote employment participation for women	• Yes
8.0 Casual Employment	Can ensure payment for non-chargeable leave for casual staff	• No, it was agreed that the provision of paid leave was inconsistent with the rostering of traffic control staff
	Can ensure that all casual staff are paid a minimum of 8 hours per weekday and 4 hours per weekend day	• No, it was agreed that staff be paid in accordance to shift length subject to a minimum charge rate of four hours
	Can ensure that all staff receive an RDO	• No, it was agreed that the

		provision of RDOs was inconsistent with the rostering of traffic control staff
	Staff can be paid at the recommended wage rates (CW2) level	• Yes, facilitated by way of an hourly allowance being the difference between the traffic controller wage rate and the CW2 classification wage rates
9.0 Hours of Work	Ordinary hours, start and finish times, overtime, RDO and weekend work	• Yes, as mediated by the scope of items agreed in Clause 8.0
10.0 Shift Work	Shift work to only occur after consultation	• No
	Shift work definitions and loadings	• No
11.0 Overtime	Overtime definition	• Yes
12.0 Rostered Day Off	Definition and circumstances for RDOs	• No, it was agreed that RDOs would not be factored into SOR
13.0 Apprentices and Trainees	Trainees can be paid at the recommended levels	• Yes
14.0 Superannuation	Amounts and legal basis for payment of superannuation	• Yes
15.0 Redundancy Contributions	Amounts and payment of redundancy contributions	• No, casualised labour does not qualify for the payment of redundancy contributions
16.0 Training Contributions	Proposed Training Organisations are not relevant to the scope of	• No

	works being provided	
17.0 Allowances	Allowance definitions and amounts	No, allowances will be provided to employees in accordance with EA
18.0 Annual Leave	Annual leave amounts and basis	No, annual leave will be governed in accordance with the EA
19.0 Long Service Leave	Long service leave statement of entitlement	No
20.0 Other Leave	Other leave basis and entitlements	Yes
21.0 Family Violence Leave	Family violence leave basis and entitlements	Yes
22.0 Termination of Employment	Termination of employment for performance, misconduct or redundancy	No
23.0 Time and Wages Records	Records compliance	Yes
24.0 Sham Contracting	Sham contracting obligations	Yes
25.0 Security of Payments	Security of payments obligations	Yes
26.0 Salary Sacrifice Arrangements	Salary sacrificing options for full time employees	Yes
27.0 Engagement of Non-Citizens or Non-Residents	Direct employment opportunities to Australian citizens and residents	Yes
	Employer to provide evidence within 7 days of a request by an employee for compliance with this clause including evidence	No
28.0 Compliance with Document	Obligation regarding compliance with this document including ability for any employee to request an audit	No, on the basis that Altus has not indicated full

		compliance with the BPICs
29.0 Positioning of Document and Notices	A copy of the Document will be exhibited in a conspicuous and convenient place on the premises of the Employer and on every Employee's worksite so as to be easily read by Employee's	No
30.0 Severability	Severability clarification	Yes



Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Sarah Tate <[REDACTED]>
Sent: Friday, 21 July 2023 10:59 AM
To: Rex Clarke <[REDACTED]>
Cc: Marc Baensch <[REDACTED]>; James Pennings
<[REDACTED]>; Gavin Kenny <[REDACTED]>; Leigh
Hahn <[REDACTED]>; Quinn Murray <[REDACTED]>
Subject: Re: 815-J019-0033 - Subcontractor Payroll Audit

You don't often get email from [REDACTED] [Learn why this is important](#)

Hi Rex,

Please find attached letter and supporting documents for Centenary Bridge Subcontractor audit.

Please don't hesitate to contact me if you have any questions.

Regards,
Sarah Tate



Sarah Tate

National Sales Business Partner

 [REDACTED]

 [REDACTED]

 [REDACTED]

 altustraffic.com.au

 1/660 Lorimer Street, Port Melbourne VIC3207

From: Rex Clarke <[REDACTED]>
Sent: 06 July 2023 08:51
To: Marc Baensch <[REDACTED]>
Cc: James Pennings <[REDACTED]>; Gavin Kenny
<[REDACTED]>; Leigh Hahn <[REDACTED]>; Quinn
Murray <[REDACTED]>
Subject: 815-J019-0033 - Subcontractor Payroll Audit

Caution: This email originated outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Marc,

Notice of audit attached as discussed with James.

Please let me know if any queries or concerns and otherwise we look forward to receiving the requested information on 14 July.

Thanks,

Rex



Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



21/07/2023
Leigh Hahn
Georgiou BMD Joint Venture

By email: [REDACTED]

PROJECT: CENTENARY MOTORWAY JINDALEE - Centenary Bridge Upgrade - Stage 2 ("Project")
CONTRACTOR: B.M.D. CONSTRUCTIONS PTY. LIMITED & GEORGIOU GROUP PTY LTD - ABN 20 185 567 437 ("Contractor")
SUBCONTRACT: J0190006
SUBCONTRACTOR: ALTUS TRAFFIC PTY. LTD. ABN: 84 102 768 061 ("Subcontractor")
SUBJECT: CI17.5(a) - Audit - Subcontractor Payroll

Dear Leigh,

In response to letter 815-J019-0033, please find below summary of employees who worked on Centenary Bridge between 10.07.2023 - 16.07.2023.

Employee Number	First Name	Last Name	OHS	OHS Issue	Traffic Control Licence	TC Expiry	TMI Licence	TMI Expiry	Employment Status	Hours Worked
[REDACTED]	Ashley	STECKELBRUCK	CGI03132 68SEQ01	16/05/14	107 395 528	06/06/24	55338	29/08/24	Casual	9.5
[REDACTED]	Barry	REES	1501326	04/03/20	024 886 156	07/05/26	55484	28/04/26	Permanent Part Time	14.75
[REDACTED]	Bradley	SCHREYER	1944232	08/03/18	105 646 994	27/03/26	-	-	Casual	19
[REDACTED]	Brody	SUNGALIS	2623760	07/12/21	131 348 041	15/02/25	55380	05/06/25	Casual	44
[REDACTED]	Cody	PATERSON	2140115	04/05/17	118 597 420	10/03/24	52570	02/06/25	Casual	44
[REDACTED]	Curtis	ANDERSON	2192626	04/08/17	115 719 895	05/02/26	-	-	Casual	46.5
[REDACTED]	Garth	THOMPSON	2597775	22/09/21	103 723 802	10/11/24	52284	05/11/24	Casual	44
[REDACTED]	Henry	BITTNER	1995202	05/04/16	011 400 359	18/07/26	41253	15/03/26	Permanent Part Time	9
[REDACTED]	Kelly	GRIFFITHS	2361479	17/08/18	030 690 726	29/10/24	55431	11/01/26	Permanent Part Time	9.5
[REDACTED]	Liam	PEPPER	2580216	15/07/21	107 039 009	27/07/24	55403	30/09/25	Casual	44
[REDACTED]	Richard	TYLER	85432	04/08/03	028 179 479	12/11/25	-	-	Casual	9.5
[REDACTED]	Roger	KING	1769939	12/05/14	019 781 887	07/07/25	57462	16/06/25	Casual	45
[REDACTED]	Roy	WADDY	175315	21/04/04	034 163 568	12/12/25	38180	04/02/24	Permanent Part Time	40.75
[REDACTED]	Samuel	BROOKS	2543800	17/03/21	088 154 216	31/10/24	55408	17/10/25	Casual	38.75
[REDACTED]	Shane	DAWES	2474021	09/02/23	040 933 004	21/03/26	52828	16/03/23	Casual	9.5

	Shannon	LEVY	CI6102VIC	08/04/21	096 269 430	18/08/25	52634	20/08/25	Casual	9.5
	Te Huna	FAHY	1005151	28/01/13	107 944 591	13/07/26	-	-	Permanent Part Time	41.5
	Teejay	PATERSON	2795412	31/01/23	101 001 489	11/04/26	-	-	Casual	19
	Trent	SLENNETT- ROBERTS	175256	23/04/24	035 313 853	23/11/24	52313	19/11/24	Casual	44

Evidence as per item 1.3 can be found in corresponding attachments.

A – Pay slips



A. Payslips.zip

Note - Pay slips reflect correct pay rate for WE 16.07.2023 for this project, Back pay in the pay slip is noted for previous BMD for WE 09.07.2023 - for those that work it.
The other back pay is to make up for the yearly rate increase that took place on 03.07.2023.

B – Timesheets



B. Timesheets.zip

Copies of employee timesheets for work period 10.07.2023 - 16.07.2023 can be found attached.

C – Contracts



C. Contracts.zip

Copies of employee contracts or agreements to terms and conditions of casual employment can be found attached.

D – Altus QLD EA



D. Altus Qld EA
2018.pdf

Copy of the current QLD EA can be found attached.

E – Super



E. Super.pdf

Super payments for the pay period can be found on each payslip, additional proof of last payment to Click Super can be found attached.

F – Industry funds

All workers service return for Qleave QLD, for all eligible workers engaged from 1 July 2022 to June 30, 2023, will be lodged with Qleave by 31 July 2023. This can be provided if required after lodgement on the 31st of July 2023

Sincerely,
James Pennings
Chief Commercial Officer

CN-13712 Centenary Bridge Upgrade - CFMEU Visit, Night Shift July 10

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED] David OEI <[REDACTED]>; Benjamin Weston <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Tue, 11 Jul 2023 08:53:32 +1000

Hi Chris & Peter,

GBJV had a visit from the CFMEU during last night's shift at around 8:30pm - no Right of Entry documentation was submitted.

The CFMEU representative, stated that he had a phone call from an Altus employee saying that there were some safety concerns onsite.

- As I understand it the CFMEU representative did not contact either our Engineer nor our Supervisor
- No safety inspection but the TGS reviewed as well as the work zone layout; no apparent amendments to either the TGS, work zone or work practices as a result
- There was a conversation with the Altus crew, which GBJV were not privy too

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - BPIC

From: Leigh Hahn <[REDACTED]>
To: Sanjay Ram <[REDACTED]>
Cc: Rex Clarke <[REDACTED]>
Date: Thu, 13 Jul 2023 16:47:18 +1000
Attachments: CN-13712 Centenary Bridge - Envelope #3 (Rev 3) - Accepted.pdf (256.85 kB);
 AGREEMENT-AWU-SIGNED-GBJVCentenaryBridgeUpgradeWorks-131222nullbc5ec06f-d412-4b97-9125-42ca9faa6bd32713a731-1a23-4f52-a0c1-9b7cc7bb45d0.pdf (3.28 MB)

Sanjay, as discussed

- Our Envelope #3, Revision 3 was only formally accepted today.
 There was a very late inclusion days prior to Contract Award where Income Protection (AWU deal-breaker) was added and in the past few months we added an item for Traffic Controllers (their Award was so poor that not even \$12.50 p/h extra got them anywhere near BPIC)
- Our Centenary Greenfield Agreement is with the AWU. We now have eight wages employees engaged on it.
 I am not sure if you intend to or need to, do something similar for Rockhampton Ring Road - our Greenfield Agreement evolved as being viewed (wink, nudge) as a favourable outcome from the, pre-Award, Envelope #3 negotiations

Trust this helps



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Sanjay Ram <[REDACTED]>
Sent: Thursday, [REDACTED]
To: Leigh Hahn <[REDACTED]>
Cc: Rex Clarke <[REDACTED]>
Subject: BPIC

Hi Leigh

Would I please be able to get a copy of your BPIC Agreement for Centenary please.

In the process of putting one together for Rocky Ring Road.

Regards



Sanjay Ram

Engineering Manager - QLD & NT
BMD Constructions

[REDACTED] | www.bmd.com.au
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178



The BMD Group acknowledges the Traditional Owners of the lands in which we operate and pay respect to Elders past, present and emerging.

Learn more about our [Reconciliation Action Plan](#).

Please consider the environment before printing this e-mail.

CN-13712 Centenary Bridge Upgrade Project

Envelope #3 - Table 1: Items previously agreed-in-principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed greenfield industrial Agreement.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Sums (Indicative)	Rationale	Method of measurement
One KRA#1 Item (a) (i)	Work profile - labour force split between self-performed, subcontracted and labour hire	Self-performed: 40% Subcontracted: 35% Labour Hire: 25%	Self-performed: 55% Subcontracted: 35% Labour Hire: 10%	\$120,000 per 1% increment x (25% - 10%) = \$1,800,000	150,000 hours moved from labour hire to direct employment with an allowance for unproductive time during work discontinuities for permanent employees.	Nil payable if Labour Hire component exceeds 25% of direct labour hours. For each percentage point achieved less than 25%, an amount is payable at the rate of \$120,000 for each percentage point below 25%.
Two KRA#1 Item (a) (ii)	Diversity and inclusion	Site-based roles: Women: 7.5% ATSI: 1.5% Disadvantaged: 0.0% Total base target: 9.0%	Site-based roles: Women: 17.5% ATSI: 3.5% Disadvantaged: 2.0% Total stretch target: 23.0%	\$50,000 per 1% increment x (23% - 9%) = \$700,000	Estimated cost for active recruitment of increased diversity in direct labour force plus prioritisation of subcontractors with higher rates of diversity.	Payable at the rate of \$50,000 for each percentage point achieved over the combined base target of 9%.
Three B KRA#1 Item (b) (i)	The industrial agreement applicable to Staff and how the wage BPIC rates and conditions effect retention	Utilise existing employment agreements for staff	Effect an uplift applicable to all Staff	Staff: 150,000 hrs x \$9/hr = \$1,350,000	Anticipated 150,000 hours at a pro-rated hourly rate of \$9/hr ^a	Payable upon application of the new project-specific agreement for Staff, multiplied by \$9/hr. Hours obtained from Envelope #1 submission.
Six A KRA#1 Item (c) (i) to (vi)	Approach to using best endeavours to engage appropriately determined subcontractors including external plant hire, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	External plant hire and/or Subcontractor labour hours on the project reflect BPIC rates of pay.	264,000hrs x \$12.50/hr = \$3,300,000 240,000hrs x \$12.50/hr = \$3,000,000	264,000hrs @ \$12.50/hr increase in labour cost 240,000hrs @ \$12.50/hr increase in labour cost	Payable where subcontractors, including external plant hire, agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed <i>Procurement Practice</i> - see further at Item 10 The following packages are anticipated to be captured in the Clause 9.2 process and have BPIC requirements applied to them: ▪ >\$5 million: Piling ▪ Between \$2 - 5 million: Demolition; Traffic ▪ Between \$1 - 2 million: Steel Girder Assembly; Heavy Craneage; Marine; Sewer; Survey Services ▪ Others > \$½ million but with the potential to exceed \$1 million: Ground Surface Treatments; Jacking; Landscaping; Placement of Asphalt/ Foam Bitumen / Seal; Stressing; Waste Removal
Six B KRA#1 Item (c) (i) to (vi)	Approach to using best endeavours to specifically engage electrical subcontractors, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	Electrical subcontractor labour hours on the project reflect specific BPIC rates of pay.	8,000hrs x \$25/hr = \$200,000	8,000hrs @ \$25/hr increase in labour cost	Payable where electrical subcontractors agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed <i>Procurement Practice</i> - see further at Item 10
Six C KRA#1 Item (c) (i) to (vi)	Approach to using best endeavours to specifically engage traffic control subcontractors, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	Traffic Control subcontractor labour hours on the project reflect specific BPIC rates of pay.	24,000hrs x \$35/hr = \$840,000	24,000hrs @ \$35/hr increase in labour cost	Payable where traffic control subcontractors agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed <i>Procurement Practice</i> - see further at Item 10
Seven KRA#1 Item (d) (i) (ii)	Ensuring monitoring, compliance and reporting on BPIC compliance for direct workforce and subcontractors.	Not required.	One additional mid-level commercial staff member required for duration.	\$17,500 / month x 48months = \$840,000	Salary plus on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of \$17,500 / month up to the lump sum value
Eight KRA#1 Item (e) (i)	The proposed apprentices and trainee targets for the project	Core requirement for 15% (min.) of total hours is undertaken by apprentices &/or trainees; other workforce training	Ensure workforce with optimal level of skills and experience is attracted to and retained on the project.	\$100,000 per 1% increment x (20% - 15%) = \$500,000	Increased utilisation of RTO on-site to support training initiatives and Increased percentage paid attendance to training	An amount payable at a rate of \$100,000 per percentage point achieved above minimum core requirement Non-Price Target: 1 apprentice/trainee to 7 Tradesperson ratio
Nine KRA#1 Items (f) and (g)	Training coordination/ workforce training	Use corporate (HO based) resources to manage training.	Mandated employment of a training coordinator on the project.	\$17,500 / month x 48months = \$840,000	Salary + on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of \$17,500 / month up to the lump sum value
Ten Subcontract Procurement	Clause 9 requirements in relation to the tendering, documentation, approvals, reporting and evaluation of subcontract work packages.	Following internal corporate policies and procedures.	Implementation of Clause 9 procurement requirements	\$32,500 / month x 24months + \$25,000 / month x 12months + \$17,500/month x 12months = \$1,290,000	Salary plus on-cost for: • one mid-level resource and two assistant level resources for 2 years • one mid-level resource and one assistant level resources for 12 months • one mid-level resource for 12 months	Restricted to select packages as proposed <i>Procurement Practice</i> in Envelope #1. Application of the <i>Procurement Practice</i> will be to packages which are envisaged to be: a) >\$1 million in value; and/or, b) involvement at site > 3 continuous months; or, c) by discretion of GBJV's Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Program risks. Payable monthly from Award at the rates proposed according to the agreed progression of the project works
Total: Table 1				\$11,360,000 \$40,820,000	Excluding GST	

CN-13712 Centenary Bridge Upgrade Project

Envelope #3 - Table 2: Items which are envisaged to relate to the process or outcome of the proposed greenfield Agreement.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Sums (Indicative)	Rationale	Method of measurement
Three A1 KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Utilise existing employment agreements for staff and for the self-performing workforce the applicable: - Georgiou Group Operations Agreement 2019 - BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the Project's self-performing workforce	Self-performing workforce: 300,000 hrs x \$9/hr ^A = \$2,700,000	Anticipated 300,000 hours at a pro-rated hourly rate of \$9/hr ^A	Payable via the application of the new project-specific Agreement for direct labour. ^A Hours obtained from Envelope #1 submission and effective increased pay rate inclusive of all Terms & Conditions pertaining to proposed greenfield Agreement not known until ratified by Fair Work.
Three A2 KRA#1 Item (b) (i)	Income Protection provision included within proposed Greenfield Agreement ss per BPIC+ requirements even though Centenary Bridge Upgrade is a BPIC project	Not envisaged. Normal Enterprise Agreement provisions apply as per: - Georgiou Group Operations Agreement 2019 - BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the Project's self-performing workforce inclusive of Income Protection for eligible employees	\$31 per eligible employee per week x estimate 50 employees x 4 years x 52 weeks = \$322,400	Income Protection provisions included within proposed Greenfield Agreement ss per BPIC+ requirements	Payable via the application of the new project-specific Agreement for direct labour based upon Continuous weeks of employment at this project only. Terms & Conditions pertaining to proposed greenfield Agreement not known until ratified by Fair Work.
Four KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC .	Existing agreements based upon: - Georgiou Group Operations Agreement 2019 - BMD (Qld & NT) Agreement 2022	Allowance for the inclusion of nominated 13 Fixed and 6 Flexible Rostered Days Off (RDO) per annum.	19 RDO/year x 4 years x \$75,000/day = \$5,700,000	13 Fixed + 6 Flexible RDO's over a 48 month period at an estimated project cost of \$75,000 per RDO	Payable as applicable RDO's will feature in proposed project-specific Agreement. - Allocation of RDO's are subject to project-specific and industry-wide scheduling. - GBJV and TMR share the intention of this condition is for workers to have taken the day off for work/life balance instead of an end of project RDO payout. Separate consideration required to Date for Practical Completion and application of Liquidated Damages
Five KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how specific conditions compare to BPIC (family violence leave).	Existing agreements based upon: - Georgiou Group Operations Agreement 2019 - BMD (Qld & NT) Agreement 2022 Are both silent on provisions for Domestic Violence leave However, apply the existing conditions within each companies policies, which is access to unpaid leave.	Allowance for 10 days per year paid family violence leave.	\$600,000	Statistics are 1:6 women & 1:16 men have experienced family violence, which may result in ~30 individuals requiring support for an average of 5 days	Payable on the establishment of a provisional sum paid on approved days utilised. And, the adoption of proactive approach including training & consultation; as well as the provision of on-site workforce education.
Total: Table 2				\$9,322,400 \$41,100,000	Excluding GST	
Grand Total: Table 1 + Table 2				\$20,682,400 \$21,920,000	Excluding GST	

GBJV CENTENARY BRIDGE UPGRADE GREENFIELDS AGREEMENT 2022

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1.0 NAME OF AGREEMENT

This Agreement will be known as the GBJV Centenary Bridge Upgrade Works Greenfields Agreement 2022 (the Agreement).

2.0 DEFINITIONS

In this Agreement:

- A. **'ACIRT'** means the Australian Construction Industry Redundancy Trust.
- B. **'Afternoon Shift'** means where the ordinary hours of work commence between 10:00am and before 8:00pm.
- C. **'Agreement'** means GBJV Centenary Bridge Upgrade Works Greenfields Agreement 2022.
- D. **'Building Code'** means the Code for the Tendering and Performance of Building Work Amendment Instrument 2022.
- E. **'Union/s'** means the Union/s who are party to the Agreement.
- F. **'Casual'** means Employees engaged on an hourly basis and shall be paid for all hours worked at the applicable rate specified for their classification.
- G. **'Day Shift'** means work commencing between 6:00am and 10:00am.
- H. **'Day Worker'** means an Employee required to work ordinary hours of work between 6:00am and 6:00pm, Monday to Friday.
- I. **'Double Time'** refers to the Employee's applicable ordinary time rate multiplied by 200%.
- J. **'Double Time and a Half'** refers to the Employee's applicable ordinary time rate multiplied by 250%.
- K. **'Employee'** means a person employed by the Employer who performs work covered by the scope of this Agreement and is engaged in the classifications in Clause 11.1.1.
- L. **'Employer'** means either BMD Construction Pty Ltd, or Georgiou Group Pty Ltd.
- M. **'Full Time'** means an Employee engaged for an average of 36 hours per week plus reasonable additional hours.
- N. **'Inclement Weather'** means the existence of rain or abnormal climatic conditions (i.e. high wind, lightning or similar, severe dust storms, extreme high temperatures, or the like, or any combination thereof), by virtue of which it is either not reasonable or not safe for Employees exposed thereto to continue working whilst the same prevail.
- O. **'Modern Award'** means the Building and Construction General On-site Award 2020
- P. **'National Employment Standards'** (NES) are minimum standards applying to employment conditions.
- Q. **'Night Shift'** means a roster whereby the ordinary hours of work commence between 8:00pm and before 6:00am.
- R. **'Ordinary Hours'** means the ordinary hours that an Employee is required to work, Monday to Friday. This is an average of 36 hours per week over a nominated work cycle of a maximum of 4 weeks.
- S. **'Ordinary Time Rate'** means the Employee's ordinary rate as prescribed in Clause 11.2.1 and any applicable all-purpose allowances.
- T. **'Overtime Rate'** means work performed outside of the ordinary hours and paid at time and a half or double time.
- U. **'Parties'** means the Employer, Employees and Union(s).
- V. **'Part-Time'** means Employees who are engaged on a regular basis of less than 36 hours per week.
- W. **'Project'** means the Centenary Bridge Upgrade Project
- X. **'RDO'** means Rostered Day Off
- Y. **'Representative'** means a nominated person on behalf of Employees.

- Z. **'Shiftworker'** A shift worker shall mean an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.
- AA. **'The Act'** means the Fair Work Act 2009 (Cth).
- BB. **'The Building Code'** means the *Code for the Tendering and Performance of Building Work Amendment Instrument 2022*
- CC. **'Time and a Half'** refers to the Employee's applicable ordinary time rate multiplied by 150%.
- DD. **'WHS Act'** refers to the Work Health and Safety Act 2011 (QLD)

3.0 PARTIES TO THE AGREEMENT

The Parties to the Agreement will be as follows:

- Georgiou Group Pty Ltd and BMD Constructions engaged in a Joint Venture in respect of the Centenary Bridge Project, and single interest employers within the meaning of section 172(5) of the FW Act ("the Employers")
- Employees of the Employer engaged on the Centenary Bridge Upgrade Project and in the classifications contained herein and defined in Clause 4 (Employees); and
- The Australian Workers' Union ("AWU");

4.0 APPLICATION OF AGREEMENT

This Agreement will apply to the Employer and the Employees of the Employers engaged in classifications contained in this agreement on the Centenary Bridge Upgrade civil works.

This Agreement shall not apply to the following activities or personnel:

- Administrative, supervisory or managerial personnel, engineers, technicians, surveyors, paramedics, nursing or medical support personnel.
- Transportation of deliveries and removal of goods, material and equipment to and from the Project.
- The offsite manufacturing or fabrication of goods, materials and equipment.
- Warranty, repair and maintenance work performed on plant and machinery.
- Technical and/or specialist Employees engaged by equipment suppliers.
- Commissioning Personnel.
- Electrical Works.
- Security Personnel.
- Landscaping Works.
- Asphalt bitumen works.
- All work conducted on the Project relating to utilities.

5.0 DURATION OF AGREEMENT

The Agreement shall apply seven (7) days after approval with the Fair Work Commission for a period of four (4) years.

6.0 PURPOSE OF AGREEMENT

The purpose of the agreement is to comprehensively provide the wages and conditions of employment for the work performed described herein. The Agreement incorporates the *Building and Construction General On-Site Award 2020* (the

Modern Award). Provided that where the terms and/or conditions of the Agreement and the terms and/or conditions of the Modern Award are inconsistent, the Agreement terms and conditions shall prevail over the Modern Award.

This agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7.0 LEGAL AND OTHER GOVERNMENT AND CLIENT REQUIREMENTS

The Parties recognise the importance of adhering to all local, state and federal statutory requirements including, but not limited to:

- The Fair Work Act 2009 (Cth)
- The Building Code 2022, or if it is replaced any successor code, and legislative, government and client obligations as amended from time to time.

8.0 NO EXTRA CLAIMS

The Parties covered by this Agreement intend and agree that this Agreement prescribes comprehensive terms and conditions of employment that are to apply for the duration of this Agreement.

In the event that the initial contract value exceeds \$299million (ex GST) or additional scopes of work are awarded the Parties to this agreement agree to meet as soon as practicable to discuss a variation to increase the terms and conditions to this Agreement. This will not be considered an extra claim for the purposes of this clause.

It is a condition of this Agreement that the Parties Bound by this Agreement undertake not to:

- Pursue any claims (except as provided above) for additional benefits or obligations (whether or not known at the time the Parties entered into this Agreement). This includes but is not limited to any claims in excess of the provisions of this Agreement and/or claims relating to changes arising from Modern Award variations or; and
- Take industrial action in support of extra claims, Modern Award or over Modern Award, for the nominal term of this Agreement. For avoidance of doubt, Employees and/or the Union will not engage in industrial action for the purpose of advancing claims whatsoever, including any claims in excess of the provisions of this Agreement, or against the Employer in respect of the employment of Employees.

9.0 CONTRACT OF EMPLOYMENT

9.1 ENGAGEMENT

The employment shall be full-time, part-time or casual employment. The Employee will be notified at the time of engagement of the employment status.

All permanent Employees will be subject to a three (3) month probation period at the commencement of their employment.

9.1.1

A full-time Employee shall mean an Employee engaged for an average of 36 hours per week.

9.1.2

Part-time Employees shall be entitled to the same entitlements of a full-time Employee on a pro-rata basis. Part-time Employees shall be engaged on a regular basis of less than 36 hours per week.

Before commencing a period of part-time employment, the Employee and employer will agree in writing:

- That the Employee may work part-time.

- Upon the hours to be worked by the Employee, the days upon which the hours will be worked and commencing times for the work.
- Upon the classification applying to the work to be performed; and
- Upon the period of part-time employment.

All hours worked in excess of an Employee's agreed weekly or daily hours shall be paid at the applicable overtime rates.

9.1.3

Casual Employees meaning Employees engaged as such will receive a loading of 25% in addition to the rates prescribed in Schedule 1 as their ordinary rate. This rate will compensate for annual leave, personal/carers leave, notice, redundancy and any other permanent entitlements that do not apply to casuals. A casual Employee shall be entitled to a payment of a minimum of four (4) hours' work per engagement.

For the purposes of calculating overtime for a casual Employee, the overtime penalty rate will be applied to the casual rate defined in this subclause.

9.2 CASUAL CONVERSION

9.2.1

A casual Employee, other than an irregular casual Employee, who has been engaged by the Employer for a sequence of periods of employment under this Agreement during a period of 6 weeks, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

9.2.2

An irregular casual Employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

9.2.3

The Employer shall provide an eligible Employee notice in writing of the provisions of this clause within four weeks of the Employee having commenced. The Employee retains their right of election under Clause 9.2 if the employer fails to comply with the clause.

9.2.4

Any such casual Employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.

9.2.5

Any casual Employee who has a right to elect under Clause 9.2, on receiving notice or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the Employer must consent to or refuse the election but must not unreasonably refuse.

9.3 QUALIFICATIONS

Employees may be required by the Employer to provide evidence of their qualifications related to their occupation during the course of their employment.

9.4 TERMINATION

A permanent Employee's termination shall be in accordance with the provisions of the Modern Award. The period of notice to be given by the employer shall be as follows:

Where the Employee's period of continuous service with that employer is:	The period of notice is
Up to 1 year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years or more	4 weeks

This period of notice shall be increased by one (1) week where the Employee is over 45 years of age and has completed two years of continuous service with the Employer.

The period of notice to be given by the Employee shall be one (1) weeks' notice.

In circumstances where an Employee does not provide the one (1) weeks' notice, the Employer may deduct up to one (1) weeks' wage in accordance with Modern Award.

Payment in lieu of notice shall be made if the appropriate notice period is not given. The employment may be terminated by part of the period of notice and part payment in lieu. Payment in lieu of notice shall be at the Employee's ordinary weekly wage for the ordinary hours not worked by the Employee during the period of notice.

Nothing in this Clause shall affect the right of the Employer to summarily dismiss an Employee for serious misconduct.

The Employer at its discretion may suspend an Employee with pay and require the Employee not to attend work for a period determined by the Employer while an investigation is being conducted.

10.0 EMPLOYEE RELATIONS POLICIES

10.1 PROJECT CODE OF CONDUCT

Employees are to adhere to the Project Code of Conduct, work methods, procedures, guidelines and standards as issued and updated from time to time when on the Project, in proximity of the Project, interacting with the community whilst engaged on the Project and being transported to and from the Project. Employees must comply with any policies and procedures that the Employer may implement as a lawful & reasonable direction.

Each Employee is accountable for:

- Complying with appropriate project environmental and health & safety regulations, policies and procedures and for taking responsibility for their own personal safety; including properly using all appropriate protective clothing and equipment provided.
- abiding by project work rules as specified and as amended from time to time; and
- their own personal fitness for work, including alcohol and other drugs testing as directed (both random or for cause).

10.2 ANTI-DISCRIMINATION, EEO AND SEXUAL HARASSMENT

The Employer is committed to complying with its obligations under anti-discrimination legislation and preventing unlawful discrimination and harassment within the workplace.

The Parties to this Agreement have an obligation to comply with sex discrimination and antidiscrimination legislation. The Employer expects all Employees to comply with its policies and procedures including those dealing with harassment and discrimination in the workplace and the Project Code of Conduct.

Any breach of the established discrimination and harassment policies will be treated by the Employer as a very serious matter and depending on the circumstances, may result in disciplinary action including but not limited to dismissal.

10.3 CLOTHING

The Employer shall provide each Employee with appropriate protective clothing, including the following:

- Six (6) high visibility long sleeved shirts
- Six (6) pairs of trousers
- One (1) pair of approved safety footwear
- Personal protective equipment including sunscreen.
- A broad brimmed hard hat
- A pair of safety glasses to the approved Australian Standard
- A winter jacket issued by the Employer on an agreed date with Employees.

The replacement of protective clothing items will be on a fair wear and tear basis.

10.4 WORKFORCE TRAINING AND DEVELOPMENT

The Parties recognise the mutual benefit of structured learning and development to the Project and to the career opportunities of all Employees and will coordinate, deliver and participate in such development.

10.4.1

Training may be prescribed by the Employer or requested by the Employee(s) and submitted to an approval process. It is expected that Employees participate in various forms of approved training that may be required for their role or for upskilling. This includes in-house training, industry based nonaccredited training, accredited short courses and full qualifications where appropriate.

10.4.2

Training will be relevant and delivered in a suitable forum including Toolbox meetings and structured training programs. Where possible, training will result in a nationally recognised Statement of Attainment.

10.4.3

Employees shall be multi-skilled and work in a completely flexible workplace not only to increase productivity but also to provide Employees with more satisfying and challenging work and enhance their career growth opportunities. All Employees will be required to perform a diverse range of functions.

10.4.4

An Employee may be required to, and shall perform, any function providing the Employee has the required skills to safely discharge the requisite and provided that, such functions shall be subject to safe, legal and practical work practices.

10.4.5

In line with the commitment to provide Employees with quality training to assist them in the performance of their functions on the project, company initiated training may be scheduled for Employees in accordance with this clause. Any training that is initiated by the Employer will be delivered during normal working hours wherever possible and Employees undertaking such training will not suffer any loss of pay for attending such training.

10.4.6

All expenses (such as accommodation) associated with or incurred by an Employee attending a training course as provided in this Clause shall be the responsibility of the Employer. An Employee may be required to satisfy the Employer of attendance at the course to qualify for payment of expenses associated with the course.

10.4.7

Where an Employee has been notified of redundancy from the project and they have an occupational licence or ticket due to expire or expiring within three (3) months of the date of their redundancy, the Employee can request that the Employer arrange and pay for the renewal of that ticket on company time where it is reasonable to do so or other time as agreed to ensure that the occupational licence or ticket is renewed.

10.5 ELECTRONIC DEVICES

The use of electronic devices such as mobile phones, iPods and personal entertainment devices are restricted to meal and other breaks, except where an electronic device is required for the Employee's role or for an approved Work Health and Safety purpose.

Cameras and the taking of photographs is not permitted by Employee (s) anywhere on the Project, unless with prior written authorisation from the Employer.

For clarity, these devices will not be used in the normal course of work, including whilst operating equipment, machinery and vehicles, unless it is an absolute requirement of the Employee's role. The unauthorised use of electronic devices in the normal course of work can result in disciplinary action which may include summary dismissal under clause 9.4.

10.6 HEALTH AND SAFETY

10.6.1 Safety Commitment

- a) The Parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice and the Employer's policies and procedures.
- b) The Employer has a legal obligation to exercise due diligence to ensure compliance with the workplace health and safety legislation and regulations.
- c) All Employees are required to contribute positively to the Project safety, including raising concerns regarding safety with the Employer.
- d) No Employee will be required to work in any unsafe area or situation. An Employee or Employees may cease, or refuse to carry out, work if they have reasonable concern that to carry out the work would expose them to a serious risk to their health or safety, emanating from an immediate or imminent exposure to a hazard.
- e) Health and Safety policies and procedures are not incorporated in this Agreement and can be amended by the Employer as required, for example in the event of the WHS Act 2011 and regulations being replaced or amended.

10.6.2 Induction Training

All Employees will be required to undertake an induction on or before their commencement on the Project that details issues including:

- a) Project overview
- b) Relevant workplace health and safety, quality and environmental procedures, Project code of conduct and workplace behaviour expectations
- c) Freedom of association
- d) Project / site layout
- e) Expectations when dealing with the public and local community
- f) Relevant work procedures
- g) Industrial Instrument
- h) First Nations People and cultural awareness training.

On the successful completion of the induction training program, Employees will be issued with approved project identification which they must carry at all times when on the project.

10.6.3 Health and Safety Committee

The Employer will establish a Health & Safety Committee on the Project as appropriate in accordance with the Work Health and Safety Act 2011 and corresponding Regulations.

The Employer and its Employees will comply with Part 5 of the WHS Act 2011 – Consultation, Representation and Participation in relation to the establishment of a health and safety committee.

10.6.4 Health and Safety Representatives

The Parties to this Agreement recognise the important role of health & safety representatives. The HSRs have a key role in the early intervention in health and safety issues.

When requested, health and safety representatives and deputies will be elected in accordance with Part 5 Division 3 of the WHS Act 2011, for a determined and agreed work group of which the Employee is a member.

A HSR will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting Employees they represent.

10.6.5 HSE Issue Resolution procedure

The Parties to this Agreement commit to observe the HSE Issue Resolution Procedure established to address any Health, Safety & Environmental issues as they arise. This procedure will be in accordance with the WHS Act and corresponding regulations. The Parties will make all reasonable efforts to achieve a timely, final and effective resolution of the unsafe situation in accordance with this procedure.

The Parties acknowledge the right of either party to appoint another person or representative to act on the behalf of the party in relation to resolving an HSE issue. The appointment of a representative that is not a party to this Agreement must be communicated in writing to the other party and that representative must act in accordance with the HSE Issue Resolution procedure.

The requirement to access the premises or site facilities of the Employer by the appointed representative in order to settle the HSE issue, in the circumstances where the appointed representative is a Union official, a Right of Entry will need to be exercised.

Except in situations where there is a perceived immediate threat to Employee health & safety, work will continue as normal whilst the issue is resolved.

10.7 DISPUTE RESOLUTION PROCEDURE

The Parties to this Agreement shall observe the following Dispute Resolution procedure in respect of disputes relating to the employment relationship, operation of this Agreement and the application of the National Employment Standards:

The Employer or Employee may appoint a representative at any of the steps of the dispute process.

- 1) Parties to the dispute will first meet and confer by holding discussions between the Employee/s concerned and an immediate supervisor/s.
- 2) If the matter is not resolved at such a meeting the Parties will arrange further discussions involving more senior management as appropriate.
- 3) If the matter remains unresolved, the Employer or Employee may refer it to a more senior level of management for consideration.
- 4) In the event of the matter remaining unresolved, either party may refer the matter to the Fair Work Commission for conciliation.
- 5) Where conciliation of the matter is unsuccessful, either party may refer the matter to the Fair Work Commission for arbitration.
- 6) The Parties acknowledge the right of either party to appoint another person or representative to act on behalf of the party in relation to resolving the matter. The appointment of a representative that is not a party to this Agreement must be communicated to the other party and that representative must act in accordance with this dispute resolution procedure.
- 7) The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.
- 8) Except in situations where there is a perceived immediate and significant threat to Employee health and safety, work will continue, and consideration and the needs of the business will remain a priority.

10.8 CONSULTATION

The Parties to the Agreement will be bound by the Consultation Term in Schedule 2.

10.9 FLEXIBILITY

The Parties to the Agreement will be bound by the Flexibility Term in Schedule 3.

10.10 THE ROLE OF THE AWU AND AWU DELEGATES

All parties to this Agreement acknowledge that Employees have the right and expectation of representation from genuine employee representatives in employment matters. The Employer will not interfere in the selection of employee representatives.

The Employer acknowledges that Union members employed by the Employers have a right to be represented by their Union in any consultation or dispute resolution arrangements in this Agreement, and recognises:

- The role of the AWU and AWU delegates in representing Union members in employment matters and collective bargaining; and
- The on-site AWU delegate is a point of contact for an employee who has an employment related grievance, or grievance, query or concern arising under the terms of this Agreement; and
- That the AWU has a legitimate interest in ensuring that delegates can properly perform these representative functions, including by holding Union meetings in accordance with Part 3-4 of the FW Act or under any other relevant legislation, such as workplace health and safety legislation. Such meetings will be held free from interference.

For the removal of doubt, nothing in this clause grants an entitlement on any party to represent an employee without being appointed to do so by that employee.

The Company must not take any steps or adopt any policies or procedures that discourage employees from becoming financial members of the AWU or any other Union.

In order to assist the AWU delegate to effectively discharge his or her duties and responsibilities, the Company will grant AWU delegates reasonable paid time off work to:

- a) Discuss work-related matters of concern to any employee or to communicate information relating to the workplace to employees during working hours;
- b) Attend industrial tribunals and/or courts where they have been requested to do so by an employee who they represent (which may include themselves) in a particular dispute in his or her workplace;
- c) Assist and represent employees who have requested them to do so in respect of a dispute arising in his or her workplace, including by preparing, attending and participating in dispute resolution proceedings and collective bargaining meetings and proceedings;
- d) Consult and confer with Officials of the AWU;
- e) Consult with the Company including participating in any consultation process set out under this Agreement;
- f) Participate in the operation of the AWU;
- g) Introduce themselves to new employees;
- h) Attend relevant training;
- i) Participate in any bargaining for an agreement to replace this Agreement; and
- j) Attend AWU-authorized functions.

The granting of this leave will be subject to the AWU delegate consulting with the supervisor to ensure that there is appropriate cover for the delegates' duties.

All employees will be entitled to meet with the AWU delegate on an as-needs basis.

At all other times the AWU delegate will perform productive work within his or her range of competence and qualifications as directed.

The Company will not subject the AWU delegate to any material disadvantage in his or her present or future employment opportunities due to them performing or having performed the role of a delegate.

The Company must notify an AWU delegate at least two weeks in advance if he or she is being terminated from employment or being transferred from a site or project. The Company cannot give payment in lieu of notice unless otherwise agreed between the AWU delegate and the Company.

The Company will provide a noticeboard in lunchroom facilities and another in a prominent location in the workplace that is accessible to all employees, and allow the AWU delegate to post notices and information on those noticeboards, provided that any material displayed complies with the law and the Building Code.

The Company may remove any material from these noticeboards if that material does not comply with the requirements of the Building Code.

If a dispute arises regarding the compliance of posted material with the Building Code requirements, the Dispute Resolution Procedure in Clause 10.7 of this Agreement will be followed.

The Company must provide the AWU delegate with reasonable access to:

- A telephone in a location capable of providing privacy or a mobile phone;
- Photocopying facilities and stationery;
- A computer, internet, and email;
- A table and chairs;
- A lockable filing cabinet; and
- An inducted on-site vehicle used for the performance of their duties (requests for this vehicle must be on reasonable grounds).

Nothing in this clause requires the Company to supply the AWU delegate with dedicated office space to perform his or her duties as a delegate.

The Company will respect the privacy of the delegate's use of the facilities and will not monitor the delegate's communications when using those facilities.

An Official of the AWU may enter a site where building work is being performed for a purpose for which a Right of Entry exists under Part 3-4 of the *Fair Work Act 2009* (Cth) or under any other relevant legislation, such as workplace health and safety legislation. The Company must not hinder or obstruct the Official.

10.11 TRAINING FOR EMPLOYEE REPRESENTATIVES

Each Employee representative, upon application in writing, shall be granted up to 5 days leave with pay each calendar year, non-cumulative, to attend courses conducted by a Union party to this agreement, that are designed to provide skills and competencies that will assist the Employee Representative to perform their functions including contributing to the prompt resolution of disputes and or grievances in the workplace.

The application to the Employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training. The granting of leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current Employees during the period of such leave. The Employer shall not use this subclause to avoid an obligation under this clause.

Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement. Each Employee on leave approved in accordance with this clause, shall be paid as per their roster, meaning they are paid the amount they would have received had they performed their work onsite which includes ordinary time earnings, allowances and overtime, where applicable.

A Employee Representative on request by the Employer shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Employee Representatives.

10.12 LABOUR HIRE AND CONTRACTORS

Without limiting the Employer's right to determine its operational requirements the Parties to this Agreement will encourage the continuity of employment for permanent employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded in-so-far as it is reasonably practicable to do so.

The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Document.

The Employer is also committed to maintaining a stable and skilled workforce, having regard to the contribution that a stable and skilled up workforce has for Employee's job security. The Employer also acknowledges that use of subcontractors or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees in-so-far as it is practicable to do so.

If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Agreement, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this Document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the project.

Labour hire employees engaged on works that are usually performed by the Employer under this Agreement will receive terms and conditions (wage rates loadings, allowances hours of work and penalties) that are no less favourable overall than this enterprise agreement. For the avoidance of doubt the protective clothing in clause 10.3 will not form part of the requirement to be no less favourable.

10.13 INCOME PROTECTION INSURANCE

The Employer will maintain income protection insurance (sickness and injury) for permanent employees covered by this Agreement. The benefit will be provided by Chifley Services Limited or another provider as agreed between the parties and shall be as per the *Queensland Civil Works Policy* which shall not exceed \$31 per week.

Provided, the premium will be reviewed annually to ensure that the premium is market competitive for the product.

Should a Party to this Agreement propose a higher rate of income protection and the Employers are able to recover that cost from their client, this will not be considered an extra claim for purpose of clause 8 of this Agreement.

10.14 FIRST NATIONS

10.14.1

The Employer recognises there is a significant Aboriginal and Torres Strait Islander (ATSI) population within Queensland and is committed to ensuring a representation of people who identify themselves as ATSI are employed on its Project.

10.14.2

The Employer will ensure that all Employees receive cultural awareness training as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the Project is being constructed.

10.14.3

A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the Project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation.

10.14.4

The Employer is committed to improving employment opportunities for ATSI (Aboriginal Torres Strait Islanders) Employees and will ensure:

- a) access to leave for participation in cultural and ceremonial activities;
- a) skill and career development opportunities for ATSI Employees; and
- b) the development of retention and promotion for ATSI Employees on its projects.

10.14.5 Cultural Leave

Employees may access paid cultural leave of up to five days per year. Cultural leave does not accrue year to year.

Cultural leave may be used to fulfil cultural or religious responsibilities that are not acknowledged by other forms of leave, including:

- a) attendance at NAIDOC activities;
- b) observe religious commitments not recognised as public holidays;
- c) participate in Indigenous ceremonies or events or procedures;
- d) provide support to family or community members;
- e) engage in land management practices;
- f) or similar matters.

For clarity, casual Employees are entitled to unpaid cultural leave.

No request for cultural leave will be unreasonably refused.

10.14.6 Unpaid leave

Employees may take unpaid leave (in addition to any entitlements to certain types of unpaid leave that are available in accordance with the NES). Such leave will be subject to the Employer's approval except for up to five-days per year of unpaid leave, which may be taken by notice given at or before the commencement of such leave. Unpaid leave can be taken for less than a day.

11.0 CLASSIFICATION AND WAGE RATES.

11.1 CLASSIFICATION DEFINITIONS

Employees shall be classified and paid in accordance with the following classification structure.

The classification structure is structured to facilitate the development and engagement of multiskilled and integrated workforce to perform the civil construction works covered by the agreement. Employees will be mobile and flexible across the various work activities on the project.

11.1.1 Civil Works:

Classification	Description
CW 1	An Employee with less than 12 month's experience. General Labourer
CW 2	An Employee having the skills, qualifications and competency and substantially assigned to exercise the following duties: • Basic servicing maintenance surface plant and equipment. • Care, maintenance and storage of all tools and equipment. • Utilising of tools & equipment in support of Construction Workers Level 3 & above. • Powered Vibrating Road Roller up to 4 Tonne » Powered Road Roller up to 8 Tonne • Spotter
CW 3	• Basic Rigging • Basic Scaffolding • Dogging • Concrete Finisher • Pipe and Conduit Laying • Steel Fixer • Bobcat • Forklift • Formworker (unqualified less than 12 months experience) • Cranes up to 20 Tonne • Pile Driver • Trucks up to 20 Tonne • Compactors up to 20 Tonne • Certificate 3 in Civil Construction
CW 4	• Intermediate Rigging • Intermediate Scaffolding • Cranes >20 to 40 Tonne • Formworker (unqualified and more than 12 months experience) • Grader up to 37kw (less than CAT 120) • Excavators up to .5 cubic metre capacity (up to 20 tonne weight) • Crawler Tractors up to 180kw (CAT D7 and below) • Scraper Loader up to 10 cubic metre capacity (less than CAT 621) • Loaders up to 130kw (up to CAT 950) • Backhoe • Trucks over 20 Tonne capacity • Compactors over 20 Tonne
CW 5	• Formsetter with qualification

- Employees engaged as a Tradesperson
 - Advanced Rigger or Scaffolder
 - Cranes >40 to 80 Tonne
 - Overhead gantry operator
 - Grader over 37kw (CAT 120 and above)
 - Excavator over .5 cubic metre capacity (above 20 tonne weight)
 - Crawler Tractor over 180kw (CAT D8 and above)
 - Scraper Loader over 10 cubic metre capacity (CAT 621 and above)
 - Loader over 130kw (CAT 960 and above)
 - Survey Instrument Hand
- CW 6
- Final Trim Operator
 - Crane in excess of 80 Tonne
 - Excavator over .5 cubic metre capacity with powered attachments
 - Operation of Batchplant
 - Pugmill Operator
 - Road Base Paver Operator

11.2 WAGES

The wage rates for each classification are as prescribed below. The wage rates shall compensate for all disabilities and/or special skills (other than those allowances which are otherwise expressly provided for within this Agreement) and/or special rates associated with, or likely to be associated with, work on, or in connection with, the Project including industry allowance, site or similar allowance.

11.2.1 Civil Works

Classification	Wage Rate (\$hr) Effective from 1 July 2022
CW1	\$35.17
CW2	\$37.24
CW3	\$38.07
CW4	\$39.72
CW5	\$41.38
CW6	\$43.34

11.2.2 Apprentices and Traineeships

The wage rates for Employees undertaking apprenticeships and traineeships are prescribed below.

Provided where an Employee is employed by the Employer immediately prior to commencing an apprenticeship or traineeship, the Employee will not suffer a reduction in the ordinary time rate by virtue of entering into the contract of training.

11.2.3 Apprentices

The ordinary hours of work (36 hours per week) and other conditions of employment shall be in accordance with this Agreement.

An Apprentice shall receive the following percentage of the CW5 ordinary time rate:

- 1st Stage – 75%;

- 2nd Stage – 85%;
- 3rd Stage – 90%; and
- 4th Stage – 95%

An Adult Apprentice is a person of 21 years of age or over at the time of entering into a contract of training in a specified trade. An Adult Apprentice will receive the apprentice rates contained in this clause or the CW3 rate, whichever is the higher.

11.2.4 Traineeships

- 1) Trainees may be engaged in either a Certificate II traineeship or a Certificate III traineeship.
- 2) A Certificate II traineeship will consist of no less than 16 modules.
- 3) A Certificate III traineeship will consist of no less than 24 modules.
- 4) Trainees will be paid in accordance with the following table.

Type A Trainee	Level of Completion	Rate of Pay
Certificate II	Less than 12 Months	75% of Relevant Ordinary Time Rate
	12 months or more and satisfactory completion of required units of competency	80% of Ordinary Time Rate
	On completion	Ordinary Time Rate
Certificate III	Less than 12 months	70% of Ordinary Time Rate
	12 months but less than 24 months and satisfactory completion of required units of competency	80% of Ordinary Time Rate
	24 months or more and satisfactory completion of required units of competency	90% of Ordinary Time Rate
	On completion	Relevant Wage Rate

- 5) Trainees may undergo recognition of prior learning (RPL) in order to satisfy competency requirements. Where this is the case, the Trainee will be deemed to have completed the relevant unit of competency on or after the date upon which the registered training organisation (RTO) deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL will have the term of their traineeship reduced accordingly.

11.2.5 Increases

Employees must be paid wages in accordance with Clause 11.2 from the first full pay period after the dates specified. The wages will increase as follows:

- a) 3.0% from the 1st July 2023;
- b) 3.0% from the 1st July 2024;
- c) 3.0% from the 1st July 2025; and
- d) 3.0% from the 1st July 2026.

The wage increases will be outlined in Schedule 1.

11.3 HIGHER DUTIES

- a) Where an Employee on any day is required and has agreed to perform duties of a higher classification than the Employee's ordinary classification, the Employee will be paid at the higher ordinary time rate for the work performed.
- b) The Employee will be paid the higher ordinary time rate for the entire day or shift if the Employee is required to work at the higher classification for more than two (2) hours. Otherwise, the Employee will be paid at the higher classification for the time worked.
- c) Following the completion of the activities under the higher classification, the Employee will revert back to the ordinary time rate that is applicable to their classification prior to undertaking the higher duties.
- d) Notwithstanding the above, Employees who are being trained to operate plant or equipment which would otherwise attract a higher ordinary time rate, will not be paid at the higher ordinary time rate until they are assessed as being competent, and are performing duties at the higher classification. This clause will be utilised by the Employer for the purposes of bona fide training and will not be used by the Employer to simply avoid payment to Employees at a classification that attracts a higher ordinary time rate.

11.4 ALLOWANCES

11.4.1 Travel Allowance

A flat allowance of \$37.13 per day shall be paid to each Employee for each day worked. This allowance will not be paid in the circumstances where the Employer provides the Employee with a vehicle or transport to and from the project.

This allowance shall be a flat amount and not included in the calculation of overtime or other types of leave but shall be payable for any day upon which the Employee in accordance with Employer's requirements, works or reports for work or allocation of work.

This allowance shall include compensation for any (ex cl 11.4.2) travelling time or expense incurred by Employees travelling to and from the workplace and entry gates, car parks or transport means. No other payments for travelling to and from work will be payable to any Employee.

11.4.2 Living away from home allowance.

Where an Employee is engaged on distant work, the Employer will supply the provision of reasonable board and lodgings, at no cost to the Employee.

Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided.

Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

The living away from home allowance of \$85 (per night) shall be paid.

11.4.3 Meal allowance

In circumstances where an Employee is required to work 2 or more hours of overtime Monday to Friday, a meal allowance payment of \$22.66 will be paid.

In the circumstances where an Employee is required to work more than 8 or more hours overtime on either Saturday or Sunday, a meal allowance payment of \$22.66 will be paid.

11.4.4 Tradesperson allowance

An Employee engaged as a Tradesperson as prescribed at clause 11.1.1 of this Agreement will receive an hourly allowance, as prescribed below. This allowance is an all purpose allowance. This allowance is inclusive of the tool allowance.

This allowance will be \$3.30 (per hour) for the life of the Agreement.

Employees may be required by the Employer to provide evidence of their qualifications related to their occupation to substantiate this allowance.

11.4.5 First Aid allowance

An Employee who is qualified to provide first aid and is appointed by the Employer to be a first aid officer at a workplace will receive an allowance of \$4.50 per day actually worked as a flat rate.

11.4.6 Leading Hands

An Employee appointed by their Employer to act as a Leading hand shall be paid an all-purpose allowance as prescribed below when working in the capacity of a Leading hand:

In charge of	On commencement
2-5 ppl	\$1.80
6-10 ppl	\$2.30
11+ ppl	\$3.20

11.4.7 Health and Safety Representative

Where an Employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4, or the Employee's usual classification. In addition, an HSR is entitled to an all-purpose hourly allowance of \$2.66 per hour.

11.4.8 Union Delegate

Where an Employee is elected by Employees of the Employer as Union delegate for one of the Parties to this agreement and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4, or the Employee's usual classification. In addition, a Delegate is entitled to an all-purpose hourly allowance of \$2.66 per hour.

For clarity, an Employee is only entitled to either the HSR allowance or Union Delegate all-purpose hourly allowance. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

11.5 SUPERANNUATION

Superannuation for Employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

The Employer will contribute on behalf of each Employee the following amount of ordinary time earnings:

- 10.5% - effective first full pay period July 2022;
- 11% - effective first full pay period July 2023;
- 11.5% - effective first full pay period July 2024; and
- 12% - effective first full pay period July 2025

The Employer shall ensure that superannuation contributions pursuant to this clause are made into an eligible choice fund and that such fund is a fund that offers a MySuper product or is an exempt public sector scheme.

All Employees will be provided with the opportunity to nominate their individual eligible choice fund.

Where an Employee does not nominate a superannuation fund Cbus or Australian Super will be the default fund.

11.6 REDUNDANCY

Redundancy will be in accordance with the Modern Award.

The employer will contribute \$100.00 per week to ACIRT redundancy fund for permanent Employees to offset liability for payments arising in terms of this clause.

11.7 PAYMENT OF WAGES

The Employees will be paid weekly by electronic funds transfer.

12.0 HOURS OF WORK AND OVERTIME

12.1 HOURS OF WORK

- a) The ordinary hours of work shall be an average thirty-six (36) per week averaged over a nominated work cycle of up to maximum of 4 weeks.
- b) The daily ordinary hours shall be worked between the hours of 6.00am and 6.00pm Monday to Friday. These hours may be varied for up to one hour for reasons including, but not limited to, an earlier commencement due to available summer daylight hours. The daily ordinary hours will be a maximum of 8 hours per day. In the case of shift workers, the ordinary hours of work can be worked on cycles that include weekends
- c) The work cycles will be nominated by the Employer. A work cycle can change by reasonable notice and consultation. For the purposes of this subclause, reasonable notice means seven (7) days.
- d) The start and finish times will be determined by the Employer within the span of hours and may vary between work groups to suit the project.
- e) The starting time will be at the employer's pre-start or toolbox meeting.

12.2 DAY WORKERS

Day work is where an Employee is required to work ordinary hours of work between the hours of 6:00am and 6:00pm, Monday to Friday.

12.2.1 Weekdays

Day workers will be paid at their ordinary time rate and relevant allowances for the ordinary hours worked on a weekday.

Overtime will be paid at time and a half for the first two (2) hours and double time for all time thereafter.

12.2.2 Saturday

Day workers will be paid at time and a half for the first two (2) hours of overtime worked on a Saturday and double time thereafter.

A day worker required to work on a Saturday will be paid for a minimum four (4) hours work.

12.2.3 Sunday

All hours worked by Day Workers on a Sunday will be paid at double time.

A day worker required to work on a Sunday will be paid a minimum four (4) hours work.

12.2.4 Meal Breaks and Rest Pauses

There will be a meal break and a rest pause for each shift or day where a minimum of five (5) hours are worked Monday to Friday. The meal break shall be thirty minutes duration and will be unpaid. The rest pause will be twenty minutes duration and paid.

When an Employee is required to work overtime for 2 hours or more after the conclusion of their ordinary hours Monday - Friday, the Employee must be allowed to take a paid crib time of 20 minutes' duration immediately after their finishing time and, after each 4 hours of continuous work, a paid crib time of 30 minutes' duration.

In the event of an Employee remaining at work after conclusion of their ordinary hours without taking the crib time of 20 minutes and continuing at work for a period of 2 hours or more, the Employee will be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

An Employee required to work overtime on a Saturday, Sunday or rostered day off shall be allowed a 20-minute paid crib break after four (4) hours worked if the work is scheduled to continue after the break. Payment for the crib break shall be at the prevailing overtime rate. A second meal break of 20 minutes shall be due if working more than 8 hours (exclusive of the first crib break) and paid at the prevailing overtime rate. Subsequent paid meal breaks are due every 4 hours.

The times of taking the breaks will be as agreed between the Employer and majority of Employees affected and may be staggered by the Employer to meet work requirements. In the absence of agreement, the Employer is entitled to determine the time of taking meal breaks.

If the Employer requires an Employee to work during a meal break for continuous works such as concrete work or paving machine operations, the break(s) will be taken prior to the conclusion of ordinary time, provided that the Employee is provided opportunity to eat and drink refreshments during the continuous works. If a meal break(s) is not taken by the conclusion of ordinary hours, a payment of 1 hour at the Employee's applicable double time rate will be made in addition to actual hours worked for that day.

In circumstances, other than continuous works, where an Employee is directed to work during the meal break, the Employee will be paid at double time until the meal break is taken.

12.3 SHIFT WORKERS

Shift work is a necessary feature of the Employer's operation and Employees may be required to work shift work in accordance with project needs. Shift work shall mean the working of afternoon or night shift as defined in this clause. The requirement to work shift work will only occur after consultation with the appropriate Employees.

12.3.1 Shift Definitions

For the purpose of this Agreement, shift work will be defined as a requirement to perform 5 or more continuous rostered shifts as further defined below:

- An afternoon shift is defined as a roster whereby the ordinary hours of work commence between 10.00am and before 8.00pm.
- A night shift is defined as a roster whereby the ordinary hours of work commence between 8.00pm and before 6.00am. Except where the commencement of the shift is a day shift varied in accordance with 12.1(b)

For clarity, Day work (i.e. work commencing between 6.00am and 10.00am) that does not form part of shift roster is not shift work.

In the event that shift pattern is less than 5 continuous rostered shift, the applicable shift loading for the ordinary hours will be time and a half for the first two (2) hours and double time thereafter.

12.3.2 Weekdays

- a) Shift Workers will be paid the following rates for ordinary hours worked on a weekday:
 - Day Shift – Ordinary Time Rate
 - Afternoon Shift – Ordinary Time Rate plus 30% loading of Ordinary Time Rate.

- Night Shift – Ordinary Time Rate plus 50% loading of Ordinary Time Rate.
- b) The shift work loadings of 50% of the ordinary time rate will only be paid on the ordinary hours of work, Monday to Friday.
- c) All time worked in excess of a shift worker's ordinary hours, Monday to Friday, will be paid at double time. The overtime rate will apply in lieu of the shift work loadings.

12.3.3 Saturday

- a) All hours worked by a shift worker on Saturday will be paid at double time for all hours worked.
- b) A shift worker required to work on a Saturday will be paid a minimum four (4) hours work.
- c) The overtime rate applying to a Saturday shift will be in lieu of the shift work loadings.

12.3.4 Sunday

- a) All hours worked by a shift worker on Sunday will be paid at double time for all hours worked.
- b) A shift worker required to work on Sunday will be paid a minimum of four (4) hours at double time.
- c) The overtime rate applying to a Sunday shift will be in lieu of the shift work loadings.

12.3.5 Meal Breaks and Rest Pauses

- a) Shift workers will receive a paid rest pause of 20 minutes and a paid meal break of 30 minutes for each shift, to be treated as time worked.
- b) This break will be taken at times to suit continuity.

12.4 Weekend overtime

The Employer is committed to providing reasonable notice to Employees of an cancellation of weekend overtime. To this end, notice will generally be provided prior to the normal meal break on Thursday. Where the Employer is unable to give such notice the Employer may offer/cancel such overtime by notifying affected Employees before the finish time of ordinary hours on Friday

Employees required to work on a Saturday or Sunday will be afforded a minimum 4 hours work.

If overtime is cancelled after the finish of ordinary hours on Friday Employees will be paid 4 hours at the aforementioned overtime rates.

12.5 Rostered Days off

For each ordinary day or shift worked, 0.8 of an hour's pay will accrue towards payment for a Rostered Day Off ("RDO"), the operation of this clause will be subject to an Employee having sufficient accrual for the RDO/s

It is expected that RDOs will be taken in the calendar year they are accrued. An Employee may request to bank some of their RDOs. Such a request will be made in advance to the Construction Manager or equivalent and it will not be unreasonable refused.

Scheduled RDOs

In respect of the works, there will be twelve (12) scheduled RDO's for each calendar year.

In the event that there is a requirement for work to be carried out on scheduled RDO's the Employer will, in advance of this requirement, notify, consult and reach an agreement with affected Employees to perform this work. Agreement to perform this work will not be unreasonably withheld by an affected Employee.

The following is agreed in respect of RDOs:

- a) if an RDO is moved or banked, the Employer will not be required to pay overtime rates for any RDO worked in these circumstances.
- b) Where the Employee terminates employment before any moved or banked RDO is taken, the moved or banked RDO will be paid at the Employee's relevant and applicable Base Rate at the time of termination.

- c) RDO's do not accrue while Employee's are on unpaid or unauthorised leave or while taking RDOs.
- d) With a view to ensuring Employees actively manage personal fatigue and wellbeing, excessive banking of RDOs will also be actively monitored and managed.

Flexible RDOs

In addition to the 12 scheduled RDO an Employee will be entitled to use further accrued RDOs. Those RDOs can be taken by a request from the majority of the workgroup or by individual request. Taking of these RDO will be with the prior approval of the Construction Manager or equivalent and it will not be unreasonable refused.

12.6 Recall

An Employee recalled to work overtime after leaving the site on any day Monday to Friday (whether notified before or after leaving the site) shall be paid for a minimum of four hours work at the appropriate rate for each time the Employee is recalled.

Except in the case of unforeseen circumstances arising, the Employees shall not be required to work the full four hours if the job the Employee was recalled to perform is completed within a shorter period.

This overtime shall not be regarded as overtime for the purpose of Clause 12.6.1 when the actual time worked is less than four hours on the recall or on each of the recalls.

12.6.1 Rest Period

An Employee who works overtime shall have at least a ten-hour rest period between the end of ordinary/overtime hours on any one day and start of ordinary hours on the next day.

If requested by the employer, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee shall be paid double time until he or she is released from duty for ten-hour rest period. The Employee shall then be entitled to be absent without loss of pay for ordinary working hours occurring during the ten-hour rest period.

12.7 INCLEMENT WEATHER

12.7.1

The intent of the Parties is for disruption to work on the Project to be minimised during periods of inclement weather.

12.7.2

During inclement weather, work will continue unless the nominated Employer representative in agreement with the nominated Employee safety committee representative or Health & Safety Representative for that work area determines it is not safe to do so.

12.7.3

Employees will return to work when it has been determined that it safe to do so by the nominated Employer representative in agreement with the nominated Employee safety committee representative or Health & Safety Representative.

12.7.4

Inclement weather does not automatically create unsafe working conditions and an Employee is not entitled to leave the Project because of inclement weather.

12.7.5

In order to improve this area of lost productivity the following will apply to all Employees:

- 1) Employees will accept transfer to an area or site not affected by inclement weather if useful work is available in that area or site, that work is within the scope of the Employee's skill, competence and training.
- 2) The Employer and Employees agree to adopt measures that involve a reasonable approach as to what constitutes inclement weather.
- 3) Non-productive time arising from inclement weather can be used for project briefings or safe work procedure briefings and discussion of major work activities.

- 4) The employer and Employees are committed to an early resumption of work following any cessation of work which may arise from inclement weather.
- 5) The practice of 'one out all out' for inclement weather will not occur. Should a portion of the Project be affected by inclement weather, all other Employees not so affected will continue working in accordance with the appropriate agreement provisions, regardless that some Employees may be entitled to cease work due to inclement weather.

12.7.6

Workers in air-conditioned cabins will continue work during periods of Inclement Weather unless the Employee determines it is not safe to do so.

12.7.7

All Employees will be available to clean up and dewater relevant work areas as directed by the Employer following inclement weather. The dewatering and clean-up process is not considered inclement weather for the purposes of any penalty payment.

12.7.8

Where the Employer determines that a transfer is not practical, affected permanent Employees will be entitled to payment for ordinary time lost through inclement weather for up to 32 hours (non-cumulative) per calendar month.

12.7.9

Employees will be credited with:

- 32 hours where the Employee commences on any working day within the first week of a 4-week period.
- 24 hours where the Employee commences on any working day within the second week of a 4-week period.
- 16 hours where the Employee commences on any working day within the third week of a 4-week period; and
- 8 hours where the Employee commences on any working day within the fourth week of a 4-week period.

12.7.10

Payment may be made from an Employee's wet weather credits where the Employer advises the Employee no later than the day before that the Employee should not report for work due to wet weather or expected wet weather.

12.7.11

Critical Work in Inclement Weather – the Employer and Employees understand and accept that there may be occasions where certain critical work must be performed in the rain. Critical work will be the completion and protection of concrete pours, emergency work, or work required to ensure safety or environmental legal compliance.

In situations where the weather has been declared inclement and an Employee is requested and agrees to work in the rain (subject to appropriate safety procedures being in place) the Employee will be provided with wet weather gear, as appropriate and with safety equipment and respite to minimise the impact of work in the rain.

Employees will be paid a 100% loading in addition to the Employee's ordinary Wage Rate for all work performed in Inclement Weather. The additional payment above the Wage Rate will not apply to Employees working in dry situations, which includes but is not limited to working on plant with a weatherproof cabin and/or working undercover, who will continue to work the normal Project hours.

On completion of work in Inclement Weather and where it is expected that the Inclement Weather will cease in a timeframe where meaningful work can be undertaken:

- 1) Employees may be provided with additional dry clothing to allow ordinary work to continue; or
- 2) With the approval of the general superintendent or equivalent, Employees who carry out critical work in inclement weather and who get wet as a result may be allowed to go home when critical work is completed.
- 3) Employees who are sent home with the approval of the general superintendent within their ordinary time hours, will be paid their ordinary rate of pay. Employees who are sent home with the approval of the general superintendent after completing their ordinary hours but prior to the end of their normal rostered shift will be paid for actual hours worked.

13.0 CONDITIONS OF EMPLOYMENT

13.1 ANNUAL LEAVE

13.1.1 Entitlement

A permanent Employee shall be entitled to be paid annual leave at the rate of four (4) weeks of ordinary time for each year of continuous service consistent with the Fair Work Act 2009 (Cth). The period of annual leave shall be exclusive of any public holiday that occurs during the period.

Notwithstanding the above, an Employee defined as a shift worker for the purposes of the National Employment Standards (NES) will be entitled to an additional week of annual leave as provided for in the NES.

13.1.2 Calculation of Annual Leave Pay

Payment for annual leave

- a) Instead of the base rate of pay, an Employee under this agreement must be paid the amount which they would have received for working ordinary time hours if they had not been on leave.
- b) In addition to the payment prescribed in clause (a), an Employee must be paid during a period of annual leave a loading of 17.5% calculated on that amount. This loading will also be payable on accrued leave paid out on termination of employment.
- c) Instead of the payment in respect of annual leave loading provided for in clause (b), an Employee who would have worked on shiftwork had they not been on leave and where the Employee would have received shift loadings prescribed by clause 12.3.2 had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loading as prescribed in clause 12.3.2 will be included in the rate of wage prescribed by clause (b) instead of the 17.5% loading.

13.1.3 Taking of Annual Leave

The taking of annual leave will be subject to mutual agreement and at times convenient to the requirements of the Project. The Employer by giving one (1) months' notice may require Employees to take annual leave for an annual shutdown.

13.2 PAYMENT ON TERMINATION

An Employee on termination will be paid the accrued untaken annual leave based on the period of service. This payment will include the 17.5% annual leave loading.

13.3 PERSONAL/CARERS LEAVE

13.3.1 Entitlement

A permanent Employee shall accrue paid personal/carers leave at the rate of 10 days for each year of continuous service consistent with the Fair Work Act 2009 (Cth). Personal/carers leave will be paid at the Employee's ordinary rate of pay for ordinary hours for the period of leave.

Personal/carers leave shall not apply for illnesses or injury covered by worker's compensation. An Employee shall not be entitled to be paid personal/carers leave for more ordinary hours than the Employee would have worked on that day.

13.3.2 Payment

Personal/carers leave shall be paid at the Employee's ordinary weekly wage rate for ordinary hours and the Employee must meet the following requirements:

- Have a credit entitlement to a period of leave;
- Notify the Employer of the absence as soon as possible;
- Advise the Employer how long the absence on personal/carers leave is likely to be; and

- Provide evidence satisfactory to a reasonable person of the illness or injury. An Employee absent on personal/carers leave for more than two (2) consecutive days or on more than two (2) single days in any year may be required by the Employer to produce a medical certificate from a qualified medical practitioner or statutory declaration stating the nature of the illness and the period the Employee will be unable to work.

13.3.3 Deduction from Personal/carers Leave credits

Personal/carers leave debits will be equivalent to the ordinary hours an Employee would have worked had they not been on personal/carers leave.

13.3.4 Personal/carers Leave cumulative

Personal/carers leave shall accumulate from year to year.

13.3.5 Carers Leave

An Employee may use accrued personal/carers days as carers leave to tend to the care or support to a member of the Employee's immediate family, or a member of the Employee's household. The leave will be subject to the Employee providing reasonable proof of the need for the use of carer's leave. In circumstances where the Employee has exhausted all of the paid leave, a further two (2) days unpaid leave may be taken per occasion. Casual Employees shall be entitled to a maximum of two (2) unpaid days per occasion.

13.4 PARENTAL LEAVE

Employees will be entitled to Parental Leave in accordance with the Fair Work Act 2009 (Cth).

13.5 COMPASSIONATE LEAVE

A permanent Employee may take compassionate leave when a member of the Employee's immediate family or household member: contracts or develops a personal injury or illness that poses a serious threat to their life; or dies. Compassionate leave shall be a maximum of two (2) paid days per occasion. Compassionate leave for casual Employees shall be a maximum of two (2) unpaid days per occasion.

The following are members of an Employee's immediate family:

- a) a spouse or de-facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the Employee.

13.6 COMMUNITY SERVICE LEAVE

Employees will be entitled to Community Service Leave in accordance with the Fair Work Act 2009 (Cth).

13.7 FAMILY AND DOMESTIC VIOLENCE LEAVE

This clause applies to all Employees, including casuals.

13.7.1 Definitions

- a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- b) A reference to a spouse or de facto partner in the definition of family member in this clause includes a former spouse or de facto partner.

13.7.2 Entitlement to paid leave

An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

- a) the leave is available in full at the start of each 12 month period of the Employee's employment; and
- b) the leave does not accumulate from year to year; and
- c) is available to full-time, part-time and casual Employees.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the employer.

13.7.3 Taking further unpaid leave

An Employee may take further unpaid leave to deal with family and domestic violence if the Employee:

- a) is experiencing family and domestic violence; and
- b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

13.7.4 Service and continuity

The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

13.7.5 Notice and evidence requirements

a) Notice

An Employee must give their Employer notice of the taking of leave by the Employee under clause 13.7. The notice:

- (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

b) Evidence

An Employee who has given their employer notice of the taking of leave under clause 13.7 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 13.7.1.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

13.7.6 Confidentiality

- a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 13.7.5 is treated confidentially, as far as it is reasonably practicable to do so.
- b) Nothing in clause 13.7.5 prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Employers should consult with such Employees regarding the handling of this information.

13.7.7 Compliance

An Employee is not entitled to take leave under clause 13.7 unless the Employee complies with clause 13.7.

13.8 LONG SERVICE LEAVE

All Employees shall be entitled to long service leave in accordance with the relevant State Legislation. The Employer will ensure that any registration necessary for the purpose of Portable Long Service Leave Schemes will be undertaken.

13.9 PUBLIC HOLIDAYS

All permanent Employees shall be entitled to the following public Holidays without loss of pay:

- Christmas Eve,
- Christmas Day,
- Boxing Day,
- New Year's Day,
- Australia Day,
- Good Friday,
- Easter Saturday,
- Easter Sunday,
- Easter Monday,
- Anzac Day,
- Labour Day,
- King's Birthday,
- Any additional public holiday prescribed by legislation or gazetted for the district and/or state that the Employee is working in (e.g. Show Day).

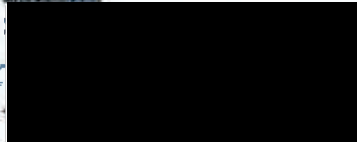
Any Employee required to work on a public holiday nominated herein shall be paid at the rate of double time and a half for all time so worked where "double time and a-half" means one and a-half day's wages in addition to the Employee's ordinary time rate of pay or pro rata if there is more or less than a day.

All Employees will be entitled to a minimum engagement of four (4) hours for all public holiday work performed.

It will be available for the Employer and the individual Employee by agreement to substitute the nominated public holidays for another day and the prescriptions of this clause will apply to the substituted day.

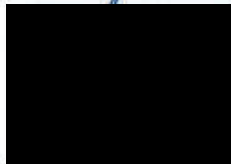
14.0 SIGNATURE PROVISIONS

Employer

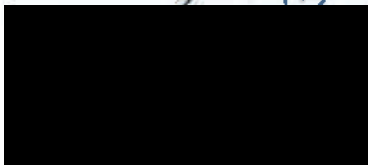
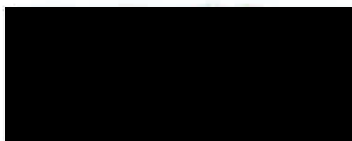
Date 13-12-2022Full Name: Samuel Robert Jones

For and on behalf of Georgiou Group Pty Ltd Pty Ltd of Level 3, 100 McLachlan Street

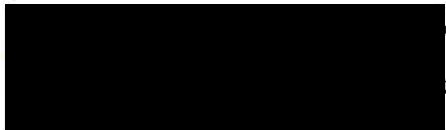
Fortitude Valley QLD 4006

Position in Company: General Manager Ops.Date 13-12-2022

Full Name

Jonny BekkersDate 13/12/2022Full Name: CRAIG ALLAN MORTENSONFor and on behalf of BMD Construction Australia Pty Ltd Pty Ltd of 1 SANDPIPER AVENUE, Port of Brisbane Queensland
4178Position in Company: DirectorDate 13/12/2022Full Name Rebecca Reeves

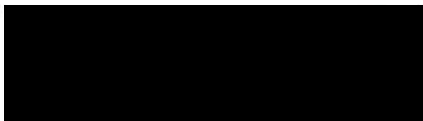
Australian Workers' Union



Date 13/12/2022

Full Name Stacey Lee Schinnerl
of Level 13, 333 Adelaide Street, Brisbane, Queensland

Title: Queensland Branch Secretary



Date 13/12/2022

Full Name Breanna Beattie

SCHEDULE 1

Wage Increases

CIVIL WORKS

Classification	%	From 1/07/22	From 1/07/23	From 1/07/24	From 1/07/25
CW 1	85%	\$35.17	\$36.22	\$37.31	\$38.43
CW2	90%	\$37.24	\$38.36	\$39.51	\$40.69
CW3	92%	\$38.07	\$39.21	\$40.39	\$41.60
CW4	96%	\$39.72	\$40.91	\$42.14	\$43.40
CW5	100%	\$41.38	\$42.62	\$43.89	\$45.22
CW6	105%	\$43.34	\$44.64	\$45.98	\$47.36

SCHEDULE 2

CONSULTATION TERM

4) This Clause applies if the Employer:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or**
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.**

Major change

5) For a change referred to in paragraph (1){a):

- a) the Employer must notify the relevant Employees of the decision to introduce the major change; and**
- b) clauses 2.1 to 2.8 apply.**

2.1) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

2.2) If:

- a) A relevant Employee appoints, or relevant Employees appoints, a representative for the purposes of consultation; and**
- b) The Employee or Employees advise the Employer of the identity of the representative.**

The Employer must recognise the representative.

2.3) As soon as practicable after making its decision, the Employer must:

2.3.1) Discuss with the relevant Employees:

- a) The introduction of the change.**
- b) The effect the change is likely to have on the Employees; and**
- c) Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and**

2.3.2) For the purposes of the discussion-provide, in writing, to the relevant Employees:

- a) All relevant information about the change including the nature of the change proposed; and**
- b) Information about the expected effects of the change on the Employees; and**
- c) Any other matters likely to affect the Employees.**

2.4) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

2.5) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

2.6) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation not the enterprise of the Employer, the requirements set out in Clauses 2(a), 2.1 and 2.3 are taken not to apply.

6) A major change is likely to have significant effect on Employees if it results in:

- a) the termination of the employment of Employees; or**

- b) change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain Employees; or
- f) the need to relocate Employees to another workplace; or
- g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 7) For a change referred to in paragraph (1)(b):
 - a) the Employer must notify the relevant Employees of the proposed change; and
 - b) subclauses (5) to (9) apply.
- 8) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 9) If:
 - a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) the Employee or Employees advise the Employer of the identity of the representative.

the Employer must recognise the representative.

- 10) As soon as practicable after proposing to introduce the change, the Employer must:
 - c) discuss with the relevant Employees the introduction of the change; and
 - d) for the purposes of the discussion--provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - e) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 11) If a term of this Agreement provides for a change or modification of rosters or ordinary hours of work, the requirements set out in Clause 7 of this Consultation Term are taken not to apply.
- 12) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 13) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

SCHEDULE 3

FLEXIBILITY TERM

- 1) An Employer and Employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - a) the arrangement deals with the taking of rest breaks;
 - b) the arrangement meets the genuine needs of the Employer and Employee in relation to the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the Employer and Employee.
- 2) The Employer must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 3) The Employer must ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of the Employer and Employee; and
 - c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and (d) includes details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and (e) states the day on which the arrangement commences.
- 4) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5) The Employer or Employee may terminate the individual flexibility arrangement:
 - a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Employer and Employee agree in writing at any time.

SCHEDULE 4

PROPOSED ROSTER DAY OFF CALENDAR FOR CENTENARY BRIDGE UPGRADE, 2023 - 2026

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QUEENSLAND PUBLIC HOLIDAYS

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QUEENSLAND PUBLIC HOLIDAYS

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ROSTER DAY OFF

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ROSTER DAY OFF

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SHUTDOWN

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CN-13712 Centenary Bridge Upgrade - CFMEU Visit, August 22

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED] David OEI <[REDACTED]>; Ben Weston <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quy-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Tue, 22 Aug 2023 13:53:43 +1000

Hi Chris & Peter,

GBJV had a visit from the CFMEU during today's shift from around 12:30pm - no Right of Entry documentation was submitted.

As per previous visits, the CFMEU representative was most concerned in the Traffic Controllers from Altus.

- There were conversations with the Altus crew.
- No specific comments made about our project were made other than a generic statement that actions are being planned at projects where Altus is present.
- No requests for documentation were made.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

Sent from my iPad



Sean Donald

General Manager - QLD

Level 3, 100 McLachlan Street

QLD

Fortitude Valley

4006



Mobile:

Email:



Georgiou 

Our vision is to be the 'best people to work with'

Georgiou Group acknowledges the traditional custodians of the land on which we work, and pay our respects to the Elders past, present and emerging.

> On 22 Aug 2023, at 1:50 pm, Leigh Hahn < > wrote:

>

> ! CAUTION - This email was sent from outside Georgiou Group

>

>

> Gents:

>

> Yesterday, we had the AWU warning us about Altus.

> Today we had very clear advice from the CFMEU that Altus will be targeted at our Project, as well as other parent-company projects.

>

> Considerations:

>

> * Recent market engagement suggests that a change to the next traffic controller provider will cost us \$200 - 250 thousand.

> * Making a decision to replace Altus here may create another issue for another project of either business ie, the unions keep looking for further 'dominos' to fall.

> * Retaining Altus here may create or encourage, both unions, to seek out issues for this project, and other projects of either business. ie, the goodwill that we currently enjoy is expended on Altus and not at time that GBJV may actually need it.

> * The Altus Payroll Audit did not reveal any significant non-compliances; their TGS turnaround and quality have both improved; and, we've not experienced any adverse resources issues that we did back in April / May. Hence, we've not a clear trigger for termination.

> * With 4 - 5 persons regularly on-site, traffic control is not a substantial part of our workforce, nor is it 'critical path' but it is crucial to our operations.

>

> My two-cents worth.

> I recommend that we switch providers and set a date say, September 30, to do so in as an orderly fashion as we can.

>

>

> Microsoft Teams meeting

> Join on your computer, mobile app or room device.

> Click here to join the meeting<https://teams.microsoft.com/join/19%3ameeting_ZjE3NmE5ZDgtNjEwMC00ZTg3LTlkOGYtNTg1ZDdjZjExYTg1%40thread.v2/0?context=%7b%22id%22%3a%229a2a4ae5-8ac1-460b-90f0-bb3c8516df35%22%2c%22oid%22%3a%2229d3712c-fa21-4d11-9166-53b1becf212a%22%7d%7d>

> Meeting ID: 456 170 597 140

> Passcode: jy9Fvj

> Download Teams<<https://www.microsoft.com/en-us/microsoft-teams/download-app>> | Join on the web<<https://www.microsoft.com/microsoft-teams/join-a-meeting>>

> Or call in (audio only)

> +61 7 3062 8833,,197217866#<<tel:+61730628833,,197217866>> Australia, Brisbane

> Phone Conference ID: 197 217 866#

> Find a local number<<https://dialin.teams.microsoft.com/12d3e401-e4f7-4c81-9297-13054e3fa8eb?id=197217866>> | Reset PIN<<https://dialin.teams.microsoft.com/usp/pstnconferencing>>

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> Learn More<<https://aka.ms/JoinTeamsMeeting>> | Meeting options<https://teams.microsoft.com/meetingOptions/?organizerId=29d3712c-fa21-4d11-9166-53b1becf212a&tenantId=9a2a4ae5-8ac1-460b-90f0-bb3c8516df35&threadId=19_meeting_ZjE3NmE5ZDgtNjEwMC00ZTg3LTlkOGYtNTg1ZDdjZjExYTg1@thread.v2&messageId=0&language=en-US>

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> <meeting.ics>

RE: CN-13712 Centenary Bridge Upgrade - Continued engagement of Altus

From: [REDACTED]
To: Sean Donald <[REDACTED]>
Cc: Berry Freshney <[REDACTED]>
Date: Wed, 23 Aug 2023 08:15:45 +1000

Contract with Altus is pure SoR with no quants or anything. They tendered based on quants with a total package value so I daresay they would suggest we negotiated in bad faith, but they haven't bound this into the Contract.

Personally I think we shouldn't jump at shadows on this one, until such time a we actually observe some disruptive industrial action as a result of Altus being on site.

- We are isolated away from the rest of the projects
- The Altus staff on our project are financially motivated to come to work and won't want to lose the payday
-



Quinn Murray
 Project Manager
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Sean Donald <[REDACTED]>
Sent: Tuesday,
To: Leigh Hahn <[REDACTED]>
Cc: Ber [REDACTED] >; Gary Grant <[REDACTED]>; Gavin [REDACTED]
 [REDACTED] x Clarke
Subject: [REDACTED] Bridge Upgrade - Continued engagement of Altus

Contractually are we exposed in anyway?

CN-13712 Centenary Bridge Upgrade - CFMEU Visit, September 20

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED] David.Oei <[REDACTED]>; Ben Weston
 [REDACTED] >; Berry Freshney >; Gary Grant >; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander >; Quinn Murray
 [REDACTED] >; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Wed, 20 Sep 2023 11:13:58 +1000

Hi Chris & Peter,

GBJV had another informal visit from the CFMEU during today's shift at around 10:00am - no Right of Entry documentation was submitted.

As per previous visits, the CFMEU representative was most concerned regarding our Traffic Control provider, Altus.

- It is our understanding that there have been conversations with Altus crew members, via phone and on the ATP during the crew members respite periods.
- No requests for documentation were made.
- No specific comments were made about our Project.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - CFMEU Visit, September 22

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED]; David.Oei <[REDACTED]>; Ben Weston <[REDACTED]>; Gary Grant <[REDACTED]>; Berry Freshney <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Gavin Kenny <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Fri, 22 Sep 2023 13:29:32 +1000

Hi Chris & Peter,

GBJV had breakfast BBQ this morning at which a representative from the CFMEU attended and left prior to 7:00am - no Right of Entry documentation was submitted but a least one sausage was consumed.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

RE: CN-13712 Centenary Bridge Upgrade - AWU & CFMEU Visits, October 10

From: Leigh Hahn [REDACTED]
To: Chris DEMARTINI [REDACTED]; Peter.Konecny [REDACTED]
Cc: [REDACTED] David.Oei [REDACTED]; Ben Weston [REDACTED]; Gary Grant [REDACTED]; Berry Freshney [REDACTED]; Mathew Quay-Verlander [REDACTED] Gavin Kenny [REDACTED]; Quinn Murray [REDACTED]; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>

Date: Wed, 11 Oct 2023 07:18:08 +1000

Hi Chris & Peter, as per my text yesterday morning.

Representatives AWU & CFMEU were present yesterday morning. Neither entered the Site. Both were informal visits with the AWU here at around 7am and the CFMEU at around 10am - no Right of Entry documentation was submitted by either union.

As per previous visits, each union representative queried the situation our Traffic Control provider, Altus.

- General discussions were held on our progress and forthcoming activities.
- No formal consultations occurred.
- No requests for documentation were made.
- No specific comments were made about our Project.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

ENTRY NOTICE

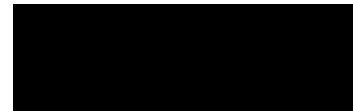
I, Jaimie Michael McQueen, of The Australian Workers' Union, and having been issued an entry permit under [section 512](#) of the [Fair Work Act 2009](#), give notice that I propose to enter the Centenary Bridge Upgrade project on Thursday, 12 October 2023

As the entry is authorised by [section 484](#) of the [Fair Work Act 2009](#) (which deals with entry to hold discussions I declare that The Australian Workers', under Rule 5, Section 1, Part A(4), Rule 6, Part A(4) and AWU Rule 6A, paragraph 4 (12), is entitled to represent the industrial interests of an employee or TCF outworker who performs work on the premises mentioned above.

Given at *[time]* 08:45

Dated 11-10-2023

Signature of permit holder



Do not delete this box

Obligations of permit holders, occupiers of premises and affected employers

A permit holder has various obligations under the [Fair Work Act 2009](#). In general terms, these include (but are not limited to) the following:

- *☐ to produce the permit holder's entry permit for inspection on request and before requiring access to records and documents (see section 489);
- *☐ to comply with any reasonable request from the occupier of premises to comply with occupational health and safety requirements that apply to the premises (see section 491);
- *☐ not to intentionally hinder or obstruct any person, or act in an improper manner (see section 500);
- *☐ not to intentionally or recklessly misrepresent things the permit holder is authorised to do (see [section 503](#)).

An occupier of premises, an affected employer or other person has various obligations under the [Fair Work Act 2009](#). In general terms, these include (but are not limited to) the following:

- *☐ not to refuse or unduly delay entry to a permit holder (see [section 501](#));
- *☐ not to intentionally hinder or obstruct a permit holder (see [section 502](#));
- *☐ not to intentionally or recklessly misrepresent things the occupier, employer or person is authorised to do (see [section 503](#)).

For further information about all the rights and obligations that apply in relation to entry rights, see Part 3-4 of the [Fair Work Act 2009](#) or contact the Fair Work Ombudsman (tel: 13 13 94) or the Australian Building and Construction Commission (tel: 1800 003 338).

Failure by a person to comply with an obligation under Part 3-4 of the [Fair Work Act 2009](#) may result in a court ordering the person to pay a pecuniary penalty (see section 546).

CN-13712 Centenary Bridge Upgrade - AWU RoE Notice, October 12

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED]; David.Oei <[REDACTED]>; Ben Weston <[REDACTED]>; Gary Grant <[REDACTED]>; Berry Freshney <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Gavin Kenny <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Thu, 12 Oct 2023 12:44:05 +1000

Hi Chris & Peter, as per my email of yesterday afternoon.

GBJV had a visit from the AWU today, after they submitted Right of Entry documentation under Section 512 of the *Fair Work Act 2009*, on October 11.

GBJV's Superintendent & I met with two representatives from the AWU including the named person on the Right of Entry.

- Briefing was provided on the status and conduct of the project, including current / forthcoming procurement packages as well as the implementation of BPIC.
- Consultations with workers took place in and around the Site Office.
- No requests for documentation were made.
- No safety inspection took place.
- Specific concerns raised regarded the status of the agreement that our current traffic control providers (Altus) have; and, our onboarding of our 2nd traffic control provider (KPI)

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED]

Sent: Wednesday, 11

To: [REDACTED] CNY <[REDACTED]>

Cc: [REDACTED] berr [REDACTED] >; Gary Grant
 [REDACTED] nny <[REDACTED]> uy-Verlander
 >; Qu [REDACTED] >; Rex Clarke
 <[REDACTED]> Sean Donald <[REDACTED]>

Subject: dge Upgrade - AWU

Hi Chris & Peter,

GBJV has received a Right of Entry notice from the AWU for October 12 to Hold Discussions with Workers - see attached.

I don't believe that this is a pattern ie, following from yesterday's visit.

Thanks,



Leigh Hahn

Project Director

Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge - Domestic & Family Violence campaign, Session 1

Where: 141-4253 GBJV Induction Room
When: Thu. Oct. 12 09:30:00 2023 +10:00
Until: Thu. Oct. 12 10:30:00 2023 +10:00

Organisers Leigh Hahn <[REDACTED]>

Required Attendees: Leigh Hahn <[REDACTED]>

Chris DEMARTINI <[REDACTED]>

David OEI <[REDACTED]>

Peter.Konecny <[REDACTED]>

Russell SMITH <[REDACTED]>

Alisha Bryett <[REDACTED]>

Amy Hudson <[REDACTED]>

Andrea Perna <[REDACTED]>

Andrew Pilecki <[REDACTED]>

Anthony Parlato <[REDACTED]>

Beli Harvey

Ben Wilson <[REDACTED]>

Ben Weston <[REDACTED]>

Brett Ingram <[REDACTED]>

Dean Searle <[REDACTED]>

Gavin Kenny <[REDACTED]>

Greg Calder <[REDACTED]>

Irene Peralta <[REDACTED]>

Jack Markwell <[REDACTED]>

Jackson Schultz <[REDACTED]>

Josh Nelson <[REDACTED]>

Karen Crook <[REDACTED]>

Lauren Mua <[REDACTED]>

Lee Thompson <[REDACTED]>

Lie-Ann Van Heerden <[REDACTED]>

Lily Postlethwaite <[REDACTED]>

Nicole Macfarlane <[REDACTED]>

Olivia Ingram <[REDACTED]>

Quinn Murray <[REDACTED]>

Rebekka Small <[REDACTED]>

Rex Clarke <[REDACTED]>

Richard Morrison <[REDACTED]>

Sead Jukic <[REDACTED]>

Shananother Wong <[REDACTED]>

Stella Zolfaghar <[REDACTED]>

Steve James <[REDACTED]>

Xristi Gibson <[REDACTED]>

[REDACTED] <[REDACTED]>

[REDACTED] <[REDACTED]>

[REDACTED] <[REDACTED]>

Optional Attendees: Damitha A Peiris <[REDACTED]>

Centenary Bridge personnel:

GBJV made a commitment within our Envelope #3 submission for all project personnel to attend a campaign focused on raising awareness of and appropriate responses to, Domestic and Family Violence.

These sessions are available to all site personnel: GBJV staff and wages, subcontractors, consultants, Principal & Administrative staff.

Each session goes for approximately one hour and as such all staff, personnel, teams and crews should make themselves available for one of the three sessions on any day that they are rolled out - see Campaign Timeline below.

My expectation is that everyone makes the time to attend.

Campaign Outline	Delivery of eight days of Domestic and Family Violence training with sessions nominally • Session 1 9.30am – 10.30am • Session 2 11am – 12noon • Session 3 12.30pm to 1.30pm
Campaign Timeline	Delivery of 8 sessions, nominally – • 12 October 2023: Context & terms, DFV & Human Rights • 16 November 2023: DFV Social & Economic impacts • 8 February 2024: Lethality indicators & cycle of violence • 7 March 2024: Generational effects of DFV • 11 April 2024: Mental health • 16 May 2024: Responding to DFV disclosures. • 20 June 2024: Appropriate referrals and safety • 18 July 2024: Equality and Respect
Responsibilities	The content has been created and delivered by an experienced DFV educational practitioner, CSQ in consultation with an Aboriginal cultural specialist. The training pool, based in various Queensland sites, has extensive education and domestic and family violence practitioner experience.

RE: BPIC at Centenary Bridge

From: [REDACTED]
To: Matthew Still [REDACTED]; Terry Waterson [REDACTED]
 Leigh Hahn <[REDACTED]>
Cc: Mathew Quay-Verlander <[REDACTED]>
Date: Thu, 12 Oct 2023 10:57:54 +1000

Terry/Matt,

Agreed that it would be best to discuss in person. It would be good to understand the process you are about to undertake at RRR - I assume it will be different to Centenary's Envelope 3 tender submission + post-tender negotiation?

The CA/TMR have given us warning of an imminent BPIC audit where TMR's 'Project Assurance Team' (or something) intend to investigate subcontract labour pay rates and apparent value TMR is deriving from BPIC.

Also worth noting the average hourly pay rate for our (Greenfield EBA CW6) direct labour has been hovering around \$85/hr



Rex Clarke
 Commercial Engineer
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Matthew Still [REDACTED]
Sent: Thursday, 12 Oct 2023 10:57 AM
To: Terry Waterson [REDACTED]; Leigh Hahn <[REDACTED]>
 Rex Clarke <[REDACTED]>
Cc: Mathew Quay-Verlander <[REDACTED]>
Subject: RE: BPIC at Centenary Bridge

Hi Terry,

CN-13712 Centenary Bridge Upgrade - AWU visit, October 13

From: Leigh Hahn [REDACTED] >
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny [REDACTED]
Cc: [REDACTED] David.Oei <[REDACTED]>; Ben Weston
 [REDACTED] >; Berry Freshney <[REDACTED]>; Gary
 Grant [REDACTED]; Gavin Kenny [REDACTED]; Mathew
 Quay-Verlander [REDACTED]; Quinn Murray
 [REDACTED] Rex Clarke [REDACTED] Sean
 Donald [REDACTED]
Date: Fri, 13 Oct 2023 10:05:43 +1000

Hi Chris & Peter,

GBJV had a visit from the AWU this morning, which was a follow-up on consultations that they had with personnel from October 11.

- There have been discussions regarding the possibility of a union delegate.
- Also, there were compliments, as they are very impressed with site and office block set up.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn
Sent: Thursday, 12 Oct
To: [REDACTED] ONECNY' [REDACTED]
Cc: [REDACTED]; Ben
 West [REDACTED]; Gary
 Grant [REDACTED]
 Verlan [REDACTED];
 Rex Clarke [REDACTED] 'Sean Donald' [REDACTED]

Subject: CN-13712 Centenary Bridge Upgrade - AWU RoE Notice, October 12

Hi Chris & Peter, as per my email of yesterday afternoon.

GBJV had a visit from the AWU today, after they submitted Right of Entry documentation under Section 512 of the *Fair Work Act 2009*, on October 11.

GBJV's Superintendent & I met with two representatives from the AWU including the named person on the Right of Entry.

- Briefing was provided on the status and conduct of the project, including current / forthcoming procurement packages as well as the implementation of BPIC.
- Consultations with workers took place in and around the Site Office.
- No requests for documentation were made.
- No safety inspection took place.
- Specific concerns raised regarded the status of the agreement that our current traffic control providers (Altus) have; and, our onboarding of our 2nd traffic control provider (KPI)

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn <[REDACTED]>
Sent: Wednesday, 11 October 2012
To: [REDACTED] NY <[REDACTED]>
[REDACTED] >; ber [REDACTED] >; Gary Grant
[REDACTED] ny [REDACTED] uy-Verlander
[REDACTED] ; Q [REDACTED] >; Rex Clarke
[REDACTED] ean Donald
[REDACTED] e Upgrade - AW

Hi Chris & Peter,

GBJV has received a Right of Entry notice from the AWU for October 12 to Hold Discussions with Workers - see attached.

I don't believe that this is a pattern ie, following from yesterday's visit.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - CFMEU Visit, October 16

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED] <[REDACTED]>; David.Oei <[REDACTED]>; Ben Weston <[REDACTED]>; Gary Grant <[REDACTED]>; Berry Freshney <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Gavin Kenny <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Mon, 16 Oct 2023 13:34:29 +1000

Hi Chris & Peter,

GBJV had a visit from the CFMEU at around 11am this morning, which was a follow-up on consultations that they had with personnel from October 10. The CFMEU Organiser did not enter Site but traversed the Active Transport Path, apparently for conversations with Traffic Controllers.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - CFMEU Visit, October 20

To: Chris DEMARTINI <[REDACTED]>; Peter KONECNY <[REDACTED]>
Cc: [REDACTED] David OEI <[REDACTED]>; Ben Weston <[REDACTED]>; berry.freshney <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quy-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Fri, 20 Oct 2023 08:49:31 +1000

Hi Chris & Peter,

GBJV had a visit from the CFMEU at around 8am this morning. The CFMEU Organiser did not enter Site but traversed the Active Transport Path to supply the Traffic Controllers with union identified merchandise.

If I may, whilst it is apparent that CBU is receiving visits from either the AWU or the CFMEU on most days over the past month, this is not unexpected. From my perspective, relations with both employee representative bodies remain amicable and I am therefore not concerned.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

CN-13712 Centenary Bridge Upgrade - AWU visit, November 1

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED]; David OEI <[REDACTED]>; Ben Weston <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Wed, 01 Nov 2023 13:56:04 +1000

Hi Chris & Peter,

GBJV had a visit from the AWU at around 9:30am this morning, after they submitted Right of Entry documentation under Section 484 of the *Fair Work Act 2009*, on October 30.

GBJV's Superintendent met with two representatives including the named person on the Right of Entry notice.

- Consultations with workers took place in and around the Site Compound, on crew sizes and numbers.
- No requests for documentation were made.
- No safety inspection took place.
- No specific concerns raised.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

FW: CN-13712 Centenary Bridge Upgrade - CFMEU attendance, November 8

From: Ben Weston <[REDACTED]>
To: Olivia Ingram <[REDACTED]>
Date: Wed, 08 Nov 2023 10:29:33 +1000

Hi Olivia,
 Could you please add the following information to the Unofficial entry register.

Regards,



Ben Weston
 Safety Manager
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

From: Leigh Hahn <[REDACTED]>
Sent: Wednesday, 8 November 2023
To: [REDACTED] <[REDACTED]>
Cc: [REDACTED] <[REDACTED]>; Ben [REDACTED] <[REDACTED]>; Gary Grant <[REDACTED]>;
 [REDACTED] <[REDACTED]>; enny <[REDACTED]>; [REDACTED] <[REDACTED]>;
 [REDACTED] <[REDACTED]>; Qu <[REDACTED]>; [REDACTED] <[REDACTED]>; Rex Clarke <[REDACTED]>;
 [REDACTED] <[REDACTED]>; Sean Donald <[REDACTED]>; [REDACTED] <[REDACTED]>;
S: [REDACTED] ge Upgrade - CFMEU

Hi Chris & Peter,

GBJV had a visit from the CFMEU at around 8am this morning.
 The CFMEU Organiser did not enter Site but traversed the Active Transport Path to discuss TGS concerns raised by a Traffic Controller.

The concerns related to the implementation of TGS as is in, why some are no longer being

implemented, the answer being that we're no longer performing that work.
Bulk haulage out of Vidgen Lane being the best example.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

A horizontal banner with a green background and a blue and white circular pattern. The text 'Centenary Bridge Upgrade Project' is written in a white, serif font.

FW: Union Activity

From: Gary Grant <[REDACTED]>
To: Trevor Roy <[REDACTED]>; Paul McStay <[REDACTED]>; Rod
 McCluskey <[REDACTED]>; Alan Mua <[REDACTED]>; Kerenza
 McLeish <[REDACTED]>; Gavin Kenny <[REDACTED]>;
 Greg Calder <[REDACTED]>; Ben Weston <[REDACTED]>;
 Brett Ingram <[REDACTED]>
Cc: Shawn Davis <[REDACTED]>; Leigh Hahn <[REDACTED]>;
 Dean Fogarty <[REDACTED]>
Date: Thu, 09 Nov 2023 09:50:06 +1000

All please see email below from Mat , Can you advise last time we audited the below areas of concern and if not in the last week or so complete an audit and report back to me .

Ill likely organise a refresher for a few jobs (not all) with Greg Power around ROE etc .

Cheers



Gary Grant
 Regional Construction Manager
 BMD Constructions

[REDACTED]
www.bmd.com.au
 1 Sandpiper Ave Port of Brisbane Qld 4178
 PO Box 197 Wynnum Qld 4178



The BMD Group acknowledges the Traditional Owners of the lands in which we operate and pay respect to Elders past, present and emerging.

Learn more about our [Reconciliation Action Plan](#).

Please consider the environment before printing this e-mail.

From: Mathew Quay-Verlander <[REDACTED]>
Sent: Thursday, 9 Nov 2023
To: [REDACTED]; Trevor Wilson
 <[REDACTED]>
Cc: [REDACTED]; Ven
 Vecchio <[REDACTED]>
Subject: [REDACTED]

Team,

We have been advised that the Unions, esp CFMEU, may become more active on BMD sites.

Thought it prudent to remind this team on the issues/areas of focus we have had in the past couple of years;

- Pedestrian Site Access
- Scaffold access and emergency evacuation
- Structures temp works
- Lifting & Craneage
- Compound Facilities and Generators
- Chemical Storage

I understand our sites are being well managed, but it is worth making sure our Projects review the above areas before the end of this week to ensure 100% safe compliance.

Can you please confirm when this has been done.

Also, can you review whether our Project Teams need Right of Entry training. If needed Sabrina will arrange through Greg Power at Draytons.

Thanks

Mat



Mathew Quay-Verlander
Operations Manager, QLD & NT
BMD Constructions

[Redacted] | www.bmd.com.au
1 Sandpiper Ave Port of Brisbane Qld 4178
PO Box 197 Wynnum Qld 4178



The BMD Group acknowledges the Traditional Owners of the lands in which we operate and pay respect to Elders past, present and emerging.

Learn more about our [Reconciliation Action Plan](#).

Please consider the environment before printing this e-mail.

CN-13712 Centenary Bridge Upgrade - CFMEU attendance, November 14

From: Leigh Hahn [REDACTED]
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny [REDACTED] >
Cc: [REDACTED] David OEI <[REDACTED]>; Ben Weston <[REDACTED]>; Gary Grant <[REDACTED]>; Berry Freshney <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Gavin Kenny <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Tue, 14 Nov 2023 16:33:55 +1000

Hi Chris & Peter,

As per my text earlier this afternoon, GBJV had a visit from the CFMEU at around 1:30pm this afternoon.

The CFMEU Organiser, Dean Riley conversed with our Superintendent as well as myself and mainly traversed the Active Transport Path engaging with various subcontract and GBJV wages personnel.

- No requests for documentation were made.
- No safety inspection took place.
- No specific concerns raised.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - WHSQ visit, November 16

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED] David OEI <[REDACTED]>; Anthony Parlato <[REDACTED]>; Ben Weston <[REDACTED]>; Berry Freshney <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>; Steve James <[REDACTED]>
Date: Thu, 16 Nov 2023 15:16:49 +1000

Hi Chris & Peter, as per my text earlier this afternoon.

GBJV had a visit from John Azcune, WHSQ Inspection at around 1:45pm this afternoon. John was on-site for approximately one hour.

From our previously tendered program, John was aware that piling operations were imminent.

John initially conversed with Gavin and was then escorted along the ATP by Anthony and Steve. During the walk, John had the opportunity for observe the earthworks within the precast yard as well as that at the CMC pad; witness articulated crane and other lifting operations; converse with the traffic controllers on the ATP; see the progress of the assembly of the water treatment plant at Pier 1; and, from a distance, view the preparations on the piling barge near Pier 2.

- No documented safety inspection took place.
- No notices were issued.
- No requests for documentation were made.
- No specific concerns raised.

However, some suggestions were made including:

- Revisiting our marine rescue drill for an unconscious person in the water *[John had seen at other projects a davit or forklift arraignment that 'scoops' a body out]*
- More broad publication of our heat policy & procedures
- Advising either union when they next visit that WHSQ had been here.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

CN-13712 Centenary Bridge Upgrade - CFMEU RoE submitted, November 22

From: Leigh Hahn [REDACTED]
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED]; David OEI <[REDACTED]>; Ben Weston <[REDACTED]>; Gary Grant <[REDACTED]>; Berry Freshney <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Thu, 23 Nov 2023 17:17:22 +1000

Hi Chris & Peter, don't panic, this is my email catching up on yesterday's visit.

As per yesterday's text, GBJV received a hand delivered Right of Entry Notice under Section 117 of the WHS Act from the CFMEU at around 9:30am on November 22.

The CFMEU Organiser, Dean Mattis was accompanied on-site by our Superintendent to review the same generalised concerns as those listed on November 21.

- No documented safety inspection took place.
- No requests for the provision of documentation were made.
- Specific concerns were raised regarding the authentication of the familiarisation training afforded to Caporns' crane operators across all of their cranes that are currently on-site.

Also of note is that November 22 continued to be affected with inclement weather and the effects of previous rainfall and storm warnings / lightning was observed surrounding the Project in the afternoon.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

RE: CFMEU visits - Centenary Bridge Upgrade Project

From: Matt Barber <[REDACTED]>
To: Leigh Hahn <[REDACTED]>
Cc: Justin Croucamp <[REDACTED]>; Quinn Murray
Date: Fri, 24 Nov 2023 07:00:03 +1000

Morning Leigh,

Thanks for providing those. If you can keep us updated that would be much appreciated thankyou.

Best regards,

Matthew Barber

Sen

[REDACTED] 04

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From: Leigh Hahn <[REDACTED]>
Sent: Thursday, N
To: Matt Barber <[REDACTED]>; Quinn Murray
C
 [REDACTED] Bridge Upgrade Project

Matt, as requested copies of recent Right of Entry notices.

As much as they may wish otherwise, it'd be WHSQ that would be making findings in respect of contraventions of legislation, not the CFMEU.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Matt Barber <[REDACTED]>
Sent: Thursday, 2 [REDACTED]
To: Leigh Hahn <[REDACTED]>
Cc: [REDACTED]; Justin Croucamp
Subject: Bridge Upgrade Project

Morning Leigh,

With regards the CFMEU entry into site here, would you be able to provide us with the entry permits to date and any lists of contraventions of the WHS Act that were found during these visits. This does not include contraventions of Codes of Practices as these are not legislative.

Example of entry notice attached that the union must provide.

Best regards,

Matthew Barber

[REDACTED] 04

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shall be
responsible for checking the transfer of such data as to its accuracy and completeness.

CN-13712 Centenary Bridge Upgrade - CFMEU attendance, November 28

To: Chris DEMARTINI <[REDACTED]>; Peter KONECNY <[REDACTED]>
Cc: [REDACTED]; David OEI <[REDACTED]>; Ben Weston <[REDACTED]>; berry.freshney <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Tue, 28 Nov 2023 12:26:57 +1000

Hi Chris & Peter,

GBJV had a visit from the CFMEU prior to Pre-Start his afternoon. After Pre-Start, the CFMEU Organiser, Dean Riley conversed with our Superintendent as well as myself. He also and mainly traversed the Active Transport Path engaging with various subcontract and GBJV wages personnel.

- No requests for documentation were made.
- No safety inspection took place.
- No specific concerns raised.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

CN-13712 Centenary Bridge Upgrade - CFMEU attendance, November 30

From: Leigh Hahn [REDACTED] >
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny [REDACTED] >
Cc: [REDACTED]; David OEI <[REDACTED]>; Ben Weston <[REDACTED]>; Gary Grant <[REDACTED]>; Berry Freshney <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Thu, 30 Nov 2023 17:21:59 +1000

Hi Chris & Peter,

The CFMEU Organiser for KPI was in Amazons Park today around midday.

We understand that he was conducting welfare checks on the Traffic Controllers given today's heat.

- No consultation with other GBJV personnel &/or CBU subcontractors.
- No specific concerns were raised by KPI personnel prior nor subsequent to this interaction.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

FW: CN-13712 Centenary Bridge Upgrade - CFMEU attendance, December 6

From: Ben Weston <[REDACTED]>
To: Olivia Ingram [REDACTED]
Date: Wed, 06 Dec 2023 16:22:42 +1000

Hi Olivia,
 Please add this to the unofficial register.

Regards,



Ben Weston
 Safety Manager
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

A banner for the Centenary Bridge Upgrade Project with the text "Centenary Bridge Upgrade Project" in white on a green background.

From: Leigh Hahn <[REDACTED]>
Sent: Wednesday, 6 December 2023 16:22
To: [REDACTED] ny <[REDACTED]>
Cc: [REDACTED]; Bervny <[REDACTED]>; Gary Grant
 [REDACTED]; Qu <[REDACTED]>; Rex Clarke
 [REDACTED] Sean Donald <[REDACTED]>
Subject: ge Upgrade - CFMEU

Hi Chris & Peter, apologies, this one slipped my mind.

A CFMEU Organiser, Dean Riley was on-site prior to Pre-Start this morning to attend to a recently appointed delegate within our traffic control providers, KPI.

- No consultation with other GBJV personnel &/or CBU subcontractors.
- No specific concerns were raised by KPI personnel prior to, nor subsequent to, this interaction.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - CFMEU attendance, December 12

From: Leigh Hahn <[REDACTED]>
To: Berry Freshney <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quy-Verlander <[REDACTED]>; Rex Clarke <[REDACTED]>; Quinn Murray <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Tue, 12 Dec 2023 14:38:40 +1000

Gents: Dean let Gavin & myself know that he caught up with Gary yesterday afternoon - Gary anything you wish to add please go ahead.

Key points:

- Universal Cranes & Capon Piling will remain a focus for the CFMEU in the 2024. CFMEU want to get Caporn on one of their Agreements and see their members in Universal Cranes.
- CFMEU are still curious as to the proximity of the Project Value to the BPIC+ threshold.
- Probable that CBU will receive visits from Organisers other than Dean in early-2024.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn
Sent: Tuesday, 12 December 2017
To: [REDACTED] ONECNY' <[REDACTED]>
Cc: [REDACTED]; Ben Grant
West [REDACTED]
Grant [REDACTED]

[REDACTED] <[REDACTED]>
[REDACTED] <[REDACTED]>

[REDACTED] <[REDACTED]>
ance, December 12

Hi Chris & Peter,

A CFMEU Organiser, Dean Riley held off-site discussions with GBJV's Superintendent and myself this morning.

- No consultation with other GBJV personnel &/or CBU subcontractors.
- No specific safety concerns were raised about CBU works, personnel or subcontractors.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - CFMEU RoE, December 13

From: Leigh Hahn [REDACTED]
To: Chris DEMARTINI [REDACTED]; Peter.Konecny [REDACTED]
Cc: Berry Freshney [REDACTED] Gary Grant [REDACTED]
 [REDACTED] Gavin Kenny [REDACTED] Mathew [REDACTED]
 Quy-Verlander [REDACTED] Rex Clarke [REDACTED]
 [REDACTED]; Quinn Murray [REDACTED]
 [REDACTED] Sean Donald [REDACTED]
Date: Wed, 13 Dec 2023 13:00:36 +1000
Attachments: Notice Of Entry_Hooni Edwards_13-12-2023.pdf (162.5 kB)

Hi Chris & Peter,

A CFMEU Organiser, Hooni Edwards, submitted a Right of Entry Notice this morning to access the site under s117. Hooni was on-site for <90-minures.

- No requests for documentation were made.
 - No consultation with other GBJV personnel however, the organiser wished to observe & inspect our piling subcontractors' operations. This included accessing the barge which is located at Pier 2.
 - Specific safety concerns were raised on the barge regarding:
 - availability and capability of the eye wash station
 - cleanliness and accessibility of the rescue stretcher
 - positioning of a welding screen
- Our managers & supervisors from Caporn Piling were in attendance and are addressing / have addressed these concerns.

GBJV anticipate that our piling operations will be the subject of greater scrutiny w/c January 8.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

CN-13712 Centenary Bridge Upgrade - CFMEU attendance, January 9

From: Leigh Hahn [REDACTED] >
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny [REDACTED]
Cc: [REDACTED] David OEI <[REDACTED]>; Ben Weston <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quy-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Tue, 09 Jan 2024 09:17:24 +1000

Hi Chris & Peter,

KPI's CFMEU Delegate held off-site discussions (mainly in Amazons Park) with their personnel and GBJV's Superintendent.

- No consultation with other GBJV personnel &/or CBU subcontractors.
- No specific safety concerns were raised about CBU works, personnel or subcontractors.
- The attendance was primarily a social one to re-engage for the New Year and check-in on any PPE or other requirements / concerns that the KPI personnel may have.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

RE: site closure Abut B

From: Leigh Hahn [REDACTED]
To: Andrew Pilecki [REDACTED]; Quinn Murray [REDACTED]
 [REDACTED]; Rex Clarke [REDACTED] >
Date: Wed, 10 Jan 2024 13:17:39 +1000

Not quite sure that's completely correct.

I think we were still waiting on rock the address the crane hardstand, to then place the plates, to then get personnel in the area to perform the lift - for which, a barricade would be needed.

In any case, I reckon the water-filled barriers arrived about 11:45am.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

A banner for the Centenary Bridge Upgrade Project. It has a green background with a blue and white circular pattern on the sides. The text "Centenary Bridge Upgrade Project" is written in a white, serif font across the center.

From: Michiel Knol [REDACTED]
Sent: Wednesday, [REDACTED]
To: Andrew Pilecki [REDACTED]

Hi Andy,

The union has shut the site at Abut B, due to lack of hard barriers between the slope and the platform at Abut B. Can you please advise a time frame as to when this will be rectified? We understand that, after rectification of this issue, further works on the crane pad are still required.

FYI, please be advised that the vibro hammer is due to arrive at 07:00am tomorrow morning; we need the crane to be available to offload it.

Kind Regards,

Michiel Knol

A QLD 4504

WWW.CAPORNPILING.COM.AU



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From: Sean Donald
To: Leigh Hahn
Subject: RE: CN-13712 Centenary Bridge Upgrade - CFMEU visit, January 10
Date: Thursday, 11 January 2024 6:53:00 AM
Attachments: image001.png
image002.jpg
image003.png
image004.png

Copy,

Had a good chat with Gavin last night. He asked me to give him some time, so I will trust him!

Are you around Friday? I was thinking of dropping in to say hi early afternoon.

Just wanted to make sure it was ok.

From: Leigh Hahn <[REDACTED]>
Sent: Thursday, January 11, 2024 6:06 AM
To: Sean Donald <[REDACTED]>
Subject: RE: CN-13712 Centenary Bridge Upgrade - CFMEU visit, January 10

! CAUTION - This email was sent from outside Georgiou Group

You're not the 1st to ask, Sean.

Should we tread this path, we'll have to be prudent about this ie, obtain evidence of any non-compliance, non-performance of duties.

For completeness, Dean has had him pull his head in once.

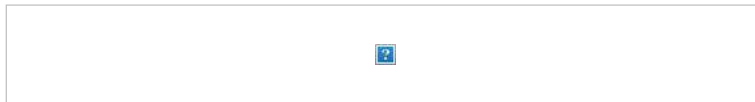
I suspect in other conversations that Dean is also encouraging him!

But, that's the way of the world isn't it?



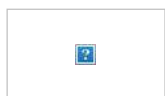
Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Sean Donald <[REDACTED]>
Sent: Wednesday, 10 January 2024 4:27 PM
To: Leigh Hahn <[REDACTED]>
Subject: RE: CN-13712 Centenary Bridge Upgrade - CFMEU visit, January 10

Can said delegate be excused from site?



Sean Donald
General Manager - QLD
Level 16, 31 Duncan Street
Fortitude Valley QLD 4006



Our vision is to be 'the best people to work with'
Georgiou Group acknowledges the Traditional Custodians of the land on which we work, and pay our respects to elders past and present.

From: Leigh Hahn <[REDACTED]>
Sent: Wednesday, January 10, 2024 3:51 PM
To: Berry Freshney <[REDACTED]>; Gary Grant <[REDACTED]>; Mathew Quy-Verlander <[REDACTED]>; Sean Donald <[REDACTED]>
Cc: Ben Weston <[REDACTED]>; Gavin Kenny <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke <[REDACTED]>
Subject: FYI: CN-13712 Centenary Bridge Upgrade - CFMEU visit, January 10

! CAUTION - This email was sent from outside Georgiou Group

Gents: Took up a lot of Gavin's day and caused the re-direction of Ben & Glenn's efforts but we still progressed our crucial tasks.

To expand below-

- Specific safety concerns were raised about CBU works:
 - adequacy of handrail installation at the receival pit for Drainage Line 11 - the shoring boxes were installed yesterday with permitter temporary

fencing; the handrails were being installed this morning but one of the younger blokes on-site was standing right next to the shoring boxes waiting for materials ie, adjacent to the fall hazard, when Dean arrived.

- congestion of car parking within the future precast yard - consistently raised at Pre-Starts so it was 'handy' to use Dean's observations in assisting us booting prolonged car parkers out. We are going to laminate six parking passes. If a vehicle doesn't have that on their windscreen they won't get in / can't stay.
- hard barrier protection for hinge points at Abutment B and Pier 6 - a little more contentious. An errant vehicle could for instance, roll down the hill past the 400-tonne crane, between the Abutment B piles and then fall off the edge. We've installed some water-filled barriers. Also, having a hard barricade, in our example further secured temporary fence, 2-metres from the hinge point to prevent errant movement of a worker rolling off the batter.

Last one, not mentioned below.

KPI's on-site delegate has secured themselves a hand-held Wet Bulb Thermometer to take localised readings of temperature and humidity.

Transport BPIC and various EBA's, including KPI's, mention this technique but all refer measurements at the nearest BOM Station (Archerfield Airport is 7.8-kms) for the use of weather observations.

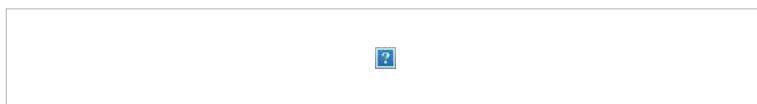
Besides, we won't be recognising the use non-standard, uncontrolled, uncalibrated gauge operated by untrained personnel in preference to a BOM Station.

Hope that helps.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn

Sent: Wednesday, 10 January 2024 3:34 PM

To: 'Chris DEMARTINI'; 'Peter KONECNY'

Cc: 'CBUPTeam@tmr.qld.gov.au'; 'David OEI'; Ben Weston <>

'berry.freshney'; Gary Grant; Gavin Kenny

Mathew Quy-Verlander; Quinn Murray; Rex Clarke

'Sean Donald'

Subject: CN-13712 Centenary Bridge Upgrade - CFMEU visit, January 10

Hi Chris & Peter,

The project had visit from a CFMEU Organiser as well as KPIs CFMEU Delegate this morning. Both spent most of their time with GBJV's Superintendent.

- General discussions with some GBJV personnel & CBU subcontractors.
- Specific safety concerns were raised about CBU works:
 - adequacy of handrail installation at the receival pit for Drainage Line 11;
 - congestion of car parking within the future precast yard; and,
 - hard barrier protection for hinge points at Abutment B and Pier 6.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



CN-13712 Centenary Bridge Upgrade - CFMEU attendance, January 11

From: Leigh Hahn [REDACTED] >
To: Chris DEMARTINI [REDACTED] >; Peter.Konecny <[REDACTED]>
Cc: [REDACTED] >; David OEI <[REDACTED]>; Ben Weston [REDACTED] >; Gary Grant [REDACTED] >; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander [REDACTED] >; Quinn Murray [REDACTED] >; Rex Clarke [REDACTED] >; Sean Donald <[REDACTED]>
Date: Thu, 11 Jan 2024 15:26:03 +1000

Hi Chris & Peter,

This morning, KPI's CFMEU Delegate held off-site discussions (mainly on the ATP near the Sinnamon Road intersection) with their personnel.

- No consultation with other GBJV personnel &/or CBU subcontractors.
- A safety concern^ was later relayed to us, regarding CBU personnel traversing the Sinnamon Road intersection on foot to/from Gate 3.

We actioned this this afternoon with some additional signage and will discuss at Pre-Start tomorrow.

^ I am not sure that the concern originated from the CFMEU's attendance, but we've actioned regardless.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - CFMEU RoE, January 16

From: Leigh Hahn [REDACTED] >
To: Chris.Demartini <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: berry.freshney <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quy-Verlander <[REDACTED]>; Rex Clarke <[REDACTED]>; Quinn Murray <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Wed, 17 Jan 2024 07:02:37 +1000
Attachments: 75170602.JPG (5.04 MB)

Hi Chris & Peter,

As advised via text message yesterday morning, two CFMEU Organisers, Dean Mattis & Hooni Edwards, submitted a Right of Entry Notice yesterday morning to access the site under s117.

Dean & Hooni were on-site for ~2-hours.

- No requests for documentation were made.
 - No consultation with other GBJV personnel however, there were extended conversations with our piling subcontractors' operations. This included accessing the pontoon.
 - Specific safety concerns regarding:
 - storage of gas bottles
 - housekeeping
 - the landing arrangement for the gangway at Pier 1 'wharf'
- Our managers & supervisors from Caporn Piling were in attendance and are addressing / have addressed these concerns.

GBJV anticipate that our piling operations will continue to be the focus of CFMEU attention.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

RE: CN-13712 Centenary Bridge Upgrade - Suggested trainee

From: Jermaine Sipple <[REDACTED]>
To: Leigh Hahn [REDACTED]
Cc: Gavin Kenny [REDACTED] >; Rebekka Small
 <[REDACTED]>
Date: Fri, 09 Feb 2024 14:41:06 +1000

Hi Leigh,

Thanks for the chat. I've reached out to Sabrina and Tiffany here in the HR team to see if there has been any updates from this end and will let you know findings shortly.

Thanks,



Jermaine Sipple
 Recruitment Advisor
 BMD Group

[REDACTED] | www.bmd.com.au
 1 Sandpiper Ave Port of Brisbane QLD 4178
 PO Box 197 Wynnum Qld 4178

The BMD Group acknowledges the Traditional Owners of the lands in which we operate and pay respect to Elders past, present and emerging.

Learn more about our [Reconciliation Action Plan](#).

Please consider the environment before printing this e-mail.

From: Leigh Hahn <[REDACTED]>
Sent: Friday, February 9, 2024
To: Jermaine Sipple [REDACTED]
Cc: [REDACTED] >; Rebekka Small
 <[REDACTED]>
Subject: CN-13712 Centenary Bridge Upgrade - Suggested trainee

Hi Jermaine, as discussed, Jake's name came up in conversation again recently.

I am curious as to whether we've progressed his employment candidacy - we wouldn't say that we need him, but we can make use of him from Q2 2024 - then, only as a trainee or otherwise. I do not expect that his role would last the duration of our project.

As discussed with and agreed by Jake back in June 2023, the Union Delegate role is not one that he was capable of nor could commit too.

Not urgent.
 Give me a call when you are able.

Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

Georgiou



213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - Jake O'Doherty (not an AWU delegate)

From: Leigh Hahn <[REDACTED]>
To: Tiffany Powell <[REDACTED]>
Cc: Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>;
 Jermaine Sipple <[REDACTED]>; Sabrina Burgess
 <[REDACTED]>
Date: Wed, 14 Feb 2024 08:38:38 +1000

Hi Tiffany, as discussed, the only offer for Jake O'Doherty is CW1 on the GBJV Greenfield Agreement - he is not necessary for the conduct of the project, but we can make use of him from Q2 2024. Gavin made a typo in another email (CX6, which might be a Mazda) so apologies if that caused any confusion.

Again, we are not engaging him as a Union Delegate.
 He agreed in June 2023 that he is not qualified nor capable; and, we have two AWU Delegates have.

Further, Jake's had plenty of opportunities (eight months) to reply and engage with BMD and GBJV. I think for all our sake's if he doesn't fulfill the onboarding requirements, this time, then we leave this alone for all time.

Conversely, if he does pass medical, reply to letter of offer, and all the rest, then his start can be Wednesday 28th February, 2024.

Hope that helps.
 Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

From: Tiffany Powell <[REDACTED]>
Sent: Tuesday, Feb 13, 2024
To: [REDACTED]; Gavin Kenny
 <[REDACTED]>
Cc: [REDACTED]; Gary Grant <[REDACTED]>

Subject: RE: CN-13712 Centenary Bridge Upgrade -AWU delegate

Hi Leigh,

Jake is currently in process for a role on Centenary. We have been trying to book his medical in since December however he has finally been confirmed for the 19th of Feb.

Email attached from Gavin

Thanks,



Tiffany Powell
Recruitment Officer
BMD Group

[Redacted] | www.bmd.com.au
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178

The BMD Group acknowledges the Traditional Owners of the lands in which we operate and pay respect to Elders past, present and emerging.

Learn more about our [Reconciliation Action Plan](#).

Please consider the environment before printing this e-mail.

Please consider the environment before printing this e-mail.

CN-13712 Centenary Bridge Upgrade - Jake O'Doherty (CW1 not an AWU delegate)

From: Leigh Hahn <[REDACTED]>
To: Tiffany Powell <[REDACTED]>
Cc: Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>;
 Jermaine Sipple <[REDACTED]>; Sabrina Burgess <[REDACTED]>
Date: Thu, 15 Feb 2024 13:39:38 +1000

Sorry Tiffany, the tale of Jake has thickened even further.

He was of the impression - most likely from his uncle the AWU organiser - that'd he'd be on *\$3,000 per week*.

If he doesn't turn up for his medical and/or doesn't accept CW1, then we withdraw the Offer and call an end to this exercise.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn <[REDACTED]>
Sent: Wednesday, [REDACTED]
To: Tiffany Powell <[REDACTED]>
Cc: Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Jermaine Sipple <[REDACTED]>; Sabrina Burgess <[REDACTED]>
Subject: [REDACTED] e Upgrade - Jake O'Doherty
Importance: High

Hi Tiffany, as discussed, the only offer for Jake O'Doherty is CW1 on the GBJV Greenfield Agreement - he is not necessary for the conduct of the project, but we can make use of him from Q2 2024.

Gavin made a typo in another email (CX6, which might be a Mazda) so apologies if that caused any confusion.

Again, we are not engaging him as a Union Delegate.

He agreed in June 2023 that he is not qualified nor capable; and, we have two AWU Delegates have.

Further, Jake's had plenty of opportunities (eight months) to reply and engage with BMD and GBJV. I think for all our sake's if he doesn't fulfill the onboarding requirements, this time, then we leave this alone for all time.

Conversely, if he does pass medical, reply to letter of offer, and all the rest, then his start can be Wednesday 28th February, 2024.

Hope that helps.
Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

A horizontal banner with a green background and a blue border. The text 'Centenary Bridge Upgrade Project' is written in a white, serif font. The background of the banner features a faint image of a bridge structure.

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - Jake O'Doherty

From: Leigh Hahn [REDACTED]
To: Jermaine Sipple <j[REDACTED]>; Tiffany Powell <[REDACTED]>
Cc: Gavin Kenny <[REDACTED]>
Date: Wed, 21 Feb 2024 17:00:55 +1000

Hi Jermaine & Tiffany, as discussed yesterday, Jake O'Doherty did not present for his medical on February 19 so, that is that. No further correspondence about him coming to CBU - ever!

By the way, I appreciate your patience, following through on this one.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn
Sent: Thursday, Feb [REDACTED]
To: Tiffany Powell [REDACTED]
Cc: Gary [REDACTED]; Gavin Kenny <[REDACTED]>; Jermaine Sipple <[REDACTED]>; Sabrina Burgess <[REDACTED]>
Subject: [REDACTED] e Upgrade - Jake O'Do [REDACTED] gate)

Sorry Tiffany, the tale of Jake has thickened even further.

He was of the impression - most likely from his uncle the AWU organiser - that'd he'd be on *\$3,000 per week*.

If he doesn't turn up for his medical and/or doesn't accept CW1, then we withdraw the Offer and call an end to this exercise.

Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)



[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED] >
Sent: Wednesday, [REDACTED]
To: Tiffany Pow [REDACTED]
Cc: Gavin [REDACTED]; Kenny [REDACTED]; Jermaine Sipple [REDACTED]; Sabrina Burgess [REDACTED]
Subject: Upgrade - Jake O'D
Importance: High

Hi Tiffany, as discussed, the only offer for Jake O'Doherty is CW1 on the GBJV Greenfield Agreement - he is not necessary for the conduct of the project, but we can make use of him from Q2 2024. Gavin made a typo in another email (CX6, which might be a Mazda) so apologies if that caused any confusion.

Again, we are not engaging him as a Union Delegate.
He agreed in June 2023 that he is not qualified nor capable; and, we have two AWU Delegates have.

Further, Jake's had plenty of opportunities (eight months) to reply and engage with BMD and GBJV. I think for all our sake's if he doesn't fulfill the onboarding requirements, this time, then we leave this alone for all time.

Conversely, if he does pass medical, reply to letter of offer, and all the rest, then his start can be Wednesday 28th February, 2024.

Hope that helps.
Thanks,

Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - CFMEU RoE, February 22

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: Berry Freshney <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Rex Clarke <[REDACTED]>; Quinn Murray <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Thu, 22 Feb 2024 16:29:02 +1000
Attachments: 20240222 - NOE - CFMEU.pdf (197.63 kB); 20240222 - NOE - CFMEU1.pdf (166.01 kB)

Hi Chris & Peter,

As advised via text messages earlier today, two CFMEU Organisers, Dylan Howard and James Porter, provided Right of Entry Notices (attached) to access the site we lease at The Yard, Hemmant. However, it was apparent that they had transgressed The Yard's security in order to enter this site. This was a significant issue for The Yard's management which they promptly and directly addressed with the Organisers.

Dylan & James were on-site for <2-hours.

- No requests for documentation were made.
- No consultation with GBJV wages personnel occurred.
- No safety inspection took place although issues were pointed out to our Structures Foreman, these included:
 - currency of tagging of fire extinguisher
 - control of electrical leads
 - proximity of amenities - our crew have recently had to walk past activities being undertaken by others in the Yard.

In responding to the CFMEU presence at The Yard our Safety Manager & Superintendent observed some other safety issues - harness certification, provision of 1st Aid and other equipment -which are also being addressed.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

WHS Entry Permit Holder NOTICE OF ENTRY

Section 119 Work Health and Safety Act 2011 ("WHS ACT")

Full Name of Entry Permit Holder: Dylan Howard
Name of Union Represented: Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland
Construction, Forestry, Maritime, Mining and Energy Union
Name and Address of Workplace being entered: The Yard Georgian /
BMD 50 Barku St Hemmant
Date of Entry or Proposed Entry: 22.2.24

PURPOSE OF ENTRY:

- ☒ Section 117 WHS Act - Entry to inquire into a suspected contravention of the WHS Act.
☐ Section 120 WHS Act - Entry to inspect records or information held by another person.
☐ Section 121 WHS Act - to consult and advise relevant workers on health and safety matters.

Additional – for entry under section 117

Details of the suspected contravention to which this notice relates:

WHS Act sec 19 (3)
Non compliant Work Place amenities
Non compliant first aid facilities
and Procedures.
Plant and Maintenance Records:
Information, Instruction, training
and supervision provided to
workers around safe systems of
work. falls from heights -

Additional – for entry under section 120

Description of the employee records and other documents, or of the classes of records and documents, directly relevant to the suspected contravention, that are proposed to be inspected.

Declaration:

- ☒ The above Union is entitled to represent the industrial interests of workers at this workplace.
☒ The provision in the Union's rules that entitles the Union to represent the industrial interests of these workers is Rule 2.
☒ The suspected contravention/s relate to or affects workers the union is entitled to represent.

WHS Entry Permit Holder NOTICE OF ENTRY

Section 119 Work Health and Safety Act 2011 ("WHS ACT")

Full Name of Entry Permit Holder:

Dylan Howard

Name of Union Represented:

Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland
Construction, Forestry, Maritime, Mining and Energy Union

Name and Address of Workplace being entered:

BMD 50 Barku St Hemmant The Yard Georgia

Date of Entry or Proposed Entry:

22.2.24

PURPOSE OF ENTRY:

- ☒ Section 117 WHS Act - Entry to inquire into a suspected contravention of the WHS Act.
☐ Section 120 WHS Act - Entry to inspect records or information held by another person.
☐ Section 121 WHS Act - to consult and advise relevant workers on health and safety matters.

Additional – for entry under section 117

Details of the suspected contravention to which this notice relates:

WHS Act sec 19 (3)

non compliant work place amenities
non compliant first aid facilities
and procedures.

Plant and Maintenance Records.
Information, Instruction, training
and supervision provided to
workers around safe systems of
work. falls from heights.

Additional – for entry under section 120

Description of the employee records and other documents, or of the classes of records and documents, directly relevant to the suspected contravention, that are proposed to be inspected.

Declaration:

- ☒ The above Union is entitled to represent the industrial interests of workers at this workplace.
☒ The provision in the Union's rules that entitles the Union to represent the industrial interests of these workers is Rule 2.
☒ The suspected contravention/s relate to or affects workers the union is entitled to represent.

CN-13712 Centenary Bridge Upgrade - AWU visit and CFMEU Right of Entry, February 23

To: Sean Donald <[REDACTED]>
Cc: Gary Grant <[REDACTED]> Mathew Quay-Verlander <[REDACTED]>; Quinn Murray <[REDACTED]>; Rex Clarke
Date: Sat, 24 Feb 2024 07:07:21 +1000

Sean, further to request for details elaborating upon yesterdays' events.

- From 7 - 7:30am, we had various project personnel, including TMR, notice and report that individuals (the numbers varied from 3 to 5) in CFMEU attire and paraphernalia had congregated in the Gym car park, adjacent to our Gate 1.
This was unusual. Occasionally the KPI corporate delegate, Paul will come out and walk along the ATP and Sinnamon Road but typically this is just him.
- We, Gavin & I, had a pre-arranged meeting with the AWU at 8am. This is not unusual for either organisation to give us a ring and arrange a time to go thorough what's on their mind.
The AWU had called earlier in the week to request this discussion: Pat & Kurt attended and wanted to present a 'strategy' to Gavin & I.
To be fair, the AWU would soon be interrupted but, from what was presented as a strategy it was thoroughly and resoundingly pathetic.
- Not long after the AWU meeting commenced, say 8:15am, there was a knock on the door, I responded and there were three CFMEU Organisers plus KPI's designated on-site delegate.
The three CFMEU Organisers presented their Right of Entry documentation (s117) and entered the meeting room.
Initially, there was suggestion and agreement to go to the Induction Room but eventually 4 x GBJV staff, 3 x CFMEU Organiser, 2 x AWU officials and 1 x KPI Traffic Controller commenced a discussion in the Meeting Room immediately adjacent to my office.
- This rapidly turned confrontational. The exchanges were frequently heated, bitter, coarse, and personal. And, of course, loud.
Most of the inter-union discussion centred upon coverage however, there were allegations of corruption, nepotism, negligence, and ineptitude. And most of that took place in insulting language.
From GBJV's perspective, we stated - on the occasions that we were able to get a word in - that we respected both organisations have a role to play at this project in representing any members that they may have. That we respect that and that we will always have and shall continue to try to facilitate that. Neither of the unions disputed that but frankly, given the battle, they were more interested in each other.
- CFMEU's Organiser, Dean Mattas, attempted to make some notes or minutes.
The first note made was the CFMEU's request to terminate the GBJV Greenfield Agreement. Which all in the room tacitly acknowledged would not occur.
The second, how could the CFMEU become a party to the GBJV Greenfield Agreement. Again, tacitly acknowledged by all that this also would not occur either.
The third that a subsequent meeting be held on how the parties GBJV, AWU & CFMEU can work together on next Wednesday at 8am. Dean may have recorded this as 6am, as he wasn't that forthcoming nor accurate this his notes.
After about an hour the meeting concluded.
- The 4 x CFMEU persons left for Safety Walk with GBJV's Superintendent and Safety Manager.
The 2 x AWU persons stayed for a short while with GBJV's Project Director and Manager - they may not wish to admit it, but I think that is fair to say that they had been adversely affected by a four-on-two, hour long argument.

- Meanwhile a crowd of CFMEU sympathisers had gathered near our Gate 1: some were apparently on the edge of Sinnamon Road, possibly straddling the bicycle route above the Jindalee Creek culvert.
- When the AWU left, their vehicles were confronted by this group. This may have been about 9:45am. It should be visible from our site security cameras which will review in due course.
I estimate that it was between 15 and 25 persons who blocked the safe passage of the cars and then aggressively attacked them.
The vehicles were variously pushed, punched, kicked, shaken, defaced, branded and the persons in them had obscenities chanted at them.
This lasted for a few minutes. The crowd dispersed. The vehicles left.
They did not enter the site as such but were in the Gate 1 area: possibly 10 to 20 metres away from an active works area (stormwater drainage installation)
- I then joined, the CFMEU Organisers (who feigned no knowledge of the other persons at Gate 1) for the remainder of the safety walk with Ben & Gavin, which at that stage hadn't progressed too much further than the area beneath our office gantry.
This lasted $\frac{3}{4}$ of an hour or so we walked down to Span 1, spoke about the job and our intentions for it, as we typically do on any such walk with either Union.
The safety observations were in-general, of a minor nature. I can't recall comments during the walk related to access & egress in emergencies, 1st aid procedures, plant records, separation between plant and personnel, accessible amenities, nor instructions provided to workers regarding safe systems of work. Comments were related
The CFMEU Organisers left at around 10:30am.
They left with some form of cryptic warning "winter is coming" which I believe means that war is imminent in the Game of Thrones television series.
- In the whole morning:
 - No consultation with any GBJV wages or any other subcontract personnel occurred.
 - No disruption to works occurred.
 - No requests for documentation were made.

It is notable that in the last week there has been a discernible change in the CFMEU's personnel, attitude, and behaviour.
We expect that this will continue.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn
Sent: Friday, February

To: '[REDACTED]'
Cc: '[REDACTED]'; Gary Grant; [REDACTED]

Subject: CN-[REDACTED] - AWU visit and CFMEU RoE, February 23
 R [REDACTED]; Quinn Murray [REDACTED]
 'Sean Dona [REDACTED]

Subject: CN-[REDACTED] - AWU visit and CFMEU RoE, February 23

Hi Chris & Peter,

This morning, we had two AWU organisers attend our project office for a meeting. Soon into that meeting we had three CFMEU organisers plus KPI's Delegate, with Right of Entry documents, enter the same room.

A discussion ensued between the CFMEU & the AWU, this lasted almost an hour. The main action that resulted from this discussion was the CFMEU requesting that GBJV and the AWU consider terminating, then presumably re-negotiating, the Greenfield Agreement.

The CFMEU Organisers then left for a safety walk with Ben & Gavin. Quinn & I had a separate continuation with the AWU Organisers. Meanwhile a crowd of CFMEU sympathisers had gathered at our Gate 1. When the AWU left, their vehicles were confronted by this group of protesters, who dispersed after a few minutes. I then jointed, the CFMEU Organisers for the remainder of the safety walk with Ben & Gavin.

- No consultation with GBJV wages or any other subcontract personnel occurred.
- No disruption to works occurred.
- No requests for documentation were made.
- The safety inspection noted some minor issues including:
 - potable water for the eye wash facility
 - housekeeping

The project team are not requesting nor recommending any action nor support. It is, however, notable that in the last week there has been a discernible change in the CFMEU's personnel, attitude, and behaviour. We expect that this will continue in coming weeks.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - Site Security cameras

From: Leigh Hahn <[REDACTED]>
To: Rex Clarke <[REDACTED]>
Date: Sat, 24 Feb 2024 05:53:14 +1000

Rex, can you send me the link for the security cameras please?
I am looking for the video of the CFMEU protesters confronting the two AWU vehicles yesterday morning at about 11am.

If you happen to find it, could you save it here please.

[815-J019 CENTENARY BRIDGE UPGRADE STG 2 - 20240223 Gate 1 Confrontation - All Documents \(sharepoint.com\)](#)



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

Recent union activity and way forward

Where: Microsoft Teams Meeting
When: Mon. Feb. 26 15:30:00 2024 +10:00
Until: Mon. Feb. 26 16:00:00 2024 +10:00
Organisers Gary Grant <[REDACTED]>
Required Attendees: Gary Grant <[REDACTED]>
 Mathew Quy-Verlander <[REDACTED]>
 [REDACTED]
 Leigh Hahn <[REDACTED]>
 Quinn Murray <[REDACTED]>
 Gavin Kenny <[REDACTED]>
 Ben Weston <[REDACTED]>
 [REDACTED] <[REDACTED]>
Attachments: RE: CN-13712 Centenary Bridge Upgrade - AWU visit and CFMEU Right of Entry, February 23 (183.3 kB)

Sean feel free to invite your CMs if needed .

Cheers

Microsoft Teams meeting

Join on your computer, mobile app or room device
[Click here to join the meeting](#)

Meeting ID: 496 508 839 754
 Passcode: iwc8BZ
[Download Teams](#) | [Join on the web](#)

Or call in (audio only)
[+61 2 9053 4921,,222946999#](#) Australia, Sydney
 Phone Conference ID: 222 946 999#
[Find a local number](#) | [Reset PIN](#)



[Learn More](#) | [Meeting options](#)

CN-13712 Centenary Bridge Upgrade - CFMEU RoE and attendance at Gate 1, February 28

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED]; Berry Freshney <[REDACTED]>; Ben Weston <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; [REDACTED]; Rex Clarke <[REDACTED]>; Quinn Murray <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Thu, 29 Feb 2024 07:56:17 +1000
Attachments: 227FF9C2.JPG (2.35 MB); 21F4FADB.JPG (5.35 MB)

Hi Chris & Peter, it's entirely probable that I'll miss some of the events of yesterday so, here's a summary only.

- Prior to Pre-Start, we observed many CFMEU personnel gathering in the Gym car park adjacent to Gate 1.
 We were also aware of a banner being unfurled on Kenmore Road overpass (image attached)
 Unlike most days, we locked our gates prior to Pre-Start to prevent them, and anyone that would normally park at site from entering.
 Pre-Start was held as normal; works began as normal.
- At around 7:15am, we were provided with Right of Entry documentation from two CFMEU organisers.
 We were also aware that several individuals had gathered at our Gate 1 - not in the site, not on the road, partially on the ATP - who were displaying signs that were unfavourable to the project. Several signs were also placed along Sinnamon Road.
- During the morning, several discussions were held with the CFMEU Organisers whose primary concerns were.
 - Engagement with our Piling subcontractor
 - Importation of steel
 - Manning of the marine cranes
 Each of these were dealt with successively in conversation.
- The protesters remained at Gate 1 for the majority of the day, at least until 3pm.
 To my knowledge:
 - No consultation with GBJV wages or any other subcontract personnel occurred.
 - No disruption to works occurred other than a piling cage truck was diverted then returned; and, an inbound container of overhead gantry steel plus one that was already on-site were diverted to another facility for unpacking.
 Request for documentation was verbally made for:
 - the certification of the overhead gantry steelwork.
 - production of the safe work documentation for the crew commissioning the recently arrived marine crane.
 I understand that a s118 notice will be issued today.

We expect that this will continue in coming weeks.

As I write another, team of protesters has arrived. This time with their own shade tent.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project



WALK OF YOUR NEW BRIDGE
BEING BUILT WITH CHEAP
CHINESE STEEL?

RD

HEAD OFFICE
16 Campbell Street
Bowen Hills QLD 4006
Ph (07) 3231 4600
Fax (07) 3231 4699
qntqueries@cfinu.org

Section 119 Work Health and Safety Act 2011 ("WHS ACT")

<u>Name of Union Represented:</u>
Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland Construction, Forestry, Maritime, Mining and Energy Union

UPSLAND BMD GEORGINA GOLF SV

PURPOSE OF ENTRY:

- ☒ Section 117 WHS Act - Entry to inquire into a suspected contravention of the WHS Act.
☐ Section 120 WHS Act - Entry to inspect records or information held by another person.
☐ Section 121 WHS Act - to consult and advise relevant workers on health and safety matters.

Additional – for entry under section 117

Details of the suspected contravention to which this notice relates:

WH5A 19 (3) (c)

- working w a around models plant
- Access & effects during adverse conditions
- ADU conflict between materials
- Information, instruction, supervision & protective procedures to workers
- safe systems of work

Additional – for entry under section 120

Description of the employee records and other documents, or of the classes of records and documents, directly relevant to the suspected contravention, that are proposed to be inspected.

Declaration:

- ☒ The above Union is entitled to represent the industrial interests of workers at this workplace.
- ☒ The provision in the Union's rules that entitles the Union to represent the industrial interests of these workers is Rule 2.
- ☒ The records or documents proposed to be inspected related to workers the Union is entitled to represent, and documents proposed to be inspected relate to that contravention.

Holder's Signature

Penalties
The maximum penalty for an individual for failure or refusal to comply under s. 118 (1) (d) is \$13,055.

No. F 08440

HEAD OFFICE
16 Campbell Street
Bowen Hills QLD 4006
Ph (07) 3231 4600
Fax (07) 3231 4699
qnlqueries@cfmeu.org

Section 119 Work Health and Safety Act 2011 ("WHS ACT")

Name of Union Represented: Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland Construction, Forestry, Maritime, Mining and Energy Union

BMD Georgia IV

PURPOSE OF ENTRY:

- ☒ Section 117 WHS Act - Entry to inquire into a suspected contravention of the WHS Act.
☐ Section 120 WHS Act - Entry to inspect records or information held by another person.
☐ Section 121 WHS Act - to consult and advise relevant workers on health and safety matters.

Additional – for entry under section 117

Details of the suspected contravention to which this notice relates:

WHS Act Sec 19 (3)

- I am advised of non compliant structural steel.
Access egress all work areas.
Information, instruction, training and supervision provided to workers around safe systems of work.

Additional – for entry under section 120

Description of the employee records and other documents, or of the classes of records and documents, directly relevant to the suspected contravention, that are proposed to be inspected.

Declaration:

- ☒ The above Union is entitled to represent the industrial interests of workers at this workplace.
- ☒ The provision in the Union's rules that entitles the Union to represent the industrial interests of these workers is Rule 2.
- ☒ The suspected contravention/s relate to or affects workers the union is entitled to represent.

Ponalties

-S.144 Person must not refuse a delay entry of WHS entry permit holder. (100 penalty units)

No. **H** 11108

29 February 2024

File Ref: 23074-LTR-040

By Email: [REDACTED]

BMD Georgiou JV
1 Sandpiper Avenue
Port of Brisbane
QLD 4178

Attention: Mr. Leigh Hahn

Dear Leigh,

Project: Centenary Bridge Upgrade – Stage 2
Subcontract: J0198017
Subject: Notice 20 – Delay due to site access restrictions as a result of union action blockade

The Subcontractor (Caporn) provides notice that on Wednesday 28 February 2024 delay to the works has been caused due to the Contractor’s site access through the front gate into site not being safely open for delivery trucks to come into site. This was as a result we believe of a union action blockade taking place at the front gate.

This caused a delay to Caporn critical path process of building the pile cage for P1-4 as a result of pile cage deliveries not being allowed to enter site. This has then resulted in Caporn missing the planned concrete pour on Thursday 29 February 2024 for pile P1-4, as the cage has not been built in time. Caporn has lost a day and will now need to complete P1-4 pile on Friday 1 March 2024 as a result.

Caporn assisted with the situation and spoke directly with the union and informed them that the reinforcement being used for Caporn works was wholly Australian provided and Australian fabricated locally. This managed to appease the union, which then allowed cages to start coming into site at around 1.30pm, which by that point was too late for a concrete pour on Thursday 29 February 2024 to take place.

Caporn will duly forward on any cancelation charges/fees resulting from any initial delivery trucks that were turned away from site on the morning of 28 February 2024.

Accordingly, the Subcontractor hereby gives notice of a Delay Event pursuant to clause 19.1 and claims an Extension of Time of one (1) day to Separable Portion SP1 and (1) day to the Works Under Subcontract pursuant to clause 19.2 and additional costs incurred, including delay and disruption costs, in the amount of \$20740 pursuant to clause 19.5 and/or pursuant to clause 13.4(a).

The Subcontractor sets out further information concerning the basis and detail of this Claim in the table below:

Notice & Claim	Date	Start	Finish
		Land based 7:00am on 28 February 2024 (SP1)	1:30pm on 28 February 2024

Claim	Extension of time and consequent delay and disruption costs arising out of the Contractor unilaterally closing the site to all works as a result of concerns with site drinking water quality being provided to all workers.				
Costs	The delay and disruption to the piling works will be valued using the schedule of standby rates in Appendix 6 of the Subcontract, as set out below:				
	Item (Land based works – SP1)	Qty	Hours	Rate/hr	Subtotal
	Labour				
	Supervisor	1	8	\$175.00	\$1400
	Project Manager	1	4	\$225.00	\$900
	Project Engineer	1	4	\$140.00	\$560
	Machine Operator	2	8	\$160.00	\$2560
	Welder	1	8	\$135.00	\$1080
	Labourer	3	8	\$120.00	\$2880
	Coxmain			\$135.00	
	Barge Master			\$160.00	
	Project Administrator			\$75.00	
	LAHA per man			\$315.00/day	
	External Consultants			Cost + 20%	
	Total Labour				\$9380
	Plant				
	Large Drill Rig	1	8	\$750.00	\$6000
	Drill Rig			\$550.00	
	Driven Rig			\$550.00	
	Foreman’s Gang Box, welder, oxy, misc small tools	1	8	\$200.00	\$1600
	Large Crawler Crane	1	8	\$280.00	\$2240
	Crawler Crane			\$250.00	
	Impact Hammer			\$175.00	
	PVE 70vm Vibratory Hammer			\$370.00	
	Franna			\$180.00	
	Line Concrete Pump			\$75.00	
	Boom Concrete Pump			\$250.00	
	Ground Engaging Tools	1	8	\$100.00	\$800
	Excavator / Bobcat	1	8	\$75.00	\$600
	EWP			\$35.00	

	Air Compressor			\$25.00	
	Water tank			\$25.00	
	Main Piling Barge			\$350.00	
	Material Service Barge			\$200.00	
	Spoil Service Barge			\$100.00	
	Large Work Punt			\$125.00	
	Work Punt			\$100.00	
	Anchor Barge			\$75.00	
	Site Vehicle	1	8	\$15.00	\$120
	Total Plant				\$11360
	Total Labour and Plant				\$20740
Total additional cost: \$20740					
Outline Legal / Contractual Basis of the Claim	Clause 19.2 provides that the Subcontractor may claim an EOT if the Subcontractor is or will be delayed in reaching Completion by an Excusable Delay. The Contractor failing to provide safe unimpeded access through the front gate into site for Caporn delivery trucks in order to keep critical work activities moving ahead as planned is an excusable delay being an act, default or omission of the Contractor, pursuant to subclause (b) of the definition of Excusable Delay and/or entitles the Subcontractor to make a claim under clause 13.4(a). The Subcontractor is permitted to claim the additional costs it incurs, including delay and disruption costs, for the above Excusable Delay, being a delay caused by an act, default or omission of the Contractor, pursuant to clause 19.5 and/or entitlement pursuant to clause 13.4(a).				
Cause	The Contractor not proving full unimpeded safe access to Caporn delivery trucks in order to provide critical materials in order to meet program deadlines. The knock on effect of not having pile cages brought into site early on Wednesday 28 February 2024 morning and being able to build the cage sections all day, has resulted in Caporn missing the planned pour day of Thursday 29 February 2024 for pile P1-4. This pile will now have to be completed on Friday 1 March 2024 as a result.				
Duration / Programme Effects	The duration of the delay to Separable Portion 1 (land based) is one (1) day and to the Works under Subcontract is one (1) day.				
Documentation	This Notice.				
Mitigation	No mitigation measures have been identified.				

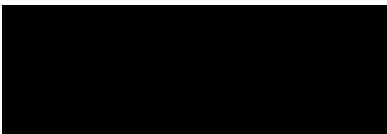
For the avoidance of doubt, in the event that it transpires that any element of this notification could or should have been the subject of an additional or alternative notification under any other provision of the Subcontract, we confirm that we will rely upon this notification in satisfaction of any such additional or alternative contractual requirement.

If you require us to take any specific action in respect of this matter, please issue your urgent directions accordingly.

We trust the above is acceptable, however please advise as a matter of urgency if you require any further notifications, details or information in connection with any element of the above. In the absence of any comments to the contrary, we will continue to proceed on the basis that the details set out above are acceptable and sufficient for your requirements.

We would like to re-assure you that we will make every effort to progress the works in a timely manner, however, should you have further queries or require additional information in the meantime, please do not hesitate to contact the undersigned on 0455 995 362.

Yours sincerely,



Matthew Barber
Senior Project Manager
CAPORN PILING



14 March 2024

Letter: 815-J019-0197

CAPORN FOUNDATIONS PTY LTD t/a Caporn Piling
ABN: 12 130 900 604
139-169 Potassium Street
Narangba, QLD 4504

Attn: Contractor's Representative

Email: 

Dear Matthew,

PROJECT: CENTENARY MOTORWAY JINDALEE - Centenary Bridge Upgrade - Stage 2 ("Project")
CONTRACT NO.: J0198017
CONTRACT: Major Works Contracts ("Contract")
CONTRACTOR: B.M.D. CONSTRUCTIONS PTY. LIMITED & GEORGIU GROUP PTY LTD - ABN 20 185 567 437 ("Contractor")
SUBJECT: Clause 19.1, 19.2 & 19.5
Contractor's Assessment - EOT-019 Restricted Access Union Blockade 28.02.24

The Contractor refers to correspondence received 1st March 2024 (letter reference: 23074-LTR-040) regarding the Subcontractor's Extension of Time claim.

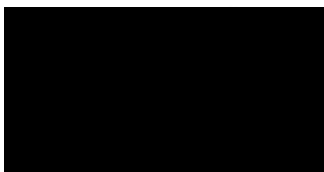
1. Provided details of Delay:

- a. Claimed delay start: 28th February 2024 at 7am
- b. Claimed delay end: 28th February 2024 at 1.30pm
- c. Claimed delay details: Delivery of steel cages to site was prevented due to union blockage to the entrance of the site delaying planned works as detailed below:
 - i. 28th February 2024 - P1-4 Planned cage delivery for installation same day.
 - ii. 29th February 2024 - Planned pour for P1-4.
 - iii. Works planned for completion on 1 March 2024.
- d. Claimed delay time:
 - i. SP1 - 1 day(s)
 - ii. WUS - 1 day(s)
- e. Claimed delay costs: \$20,740.00 ex gst.

2. The Contractor would further note:
 - a. It confirms the prevention of all steel deliveries by the Union on the morning of 28th of February 2024 with some deliveries being made later in the day.
 - b. Cage for P1-4 was installed on the 29th February and pour completed on the 1st of March for P1-4.
3. Pursuant to clause 19.1(a)(i), the Contract confirms that the delay was due to restricted access to site for Subcontractor's materials required to carry out planned works.
4. Pursuant to clause 19.4, the Contractor has assessed the Subcontractor to be entitled to an Extension of Time as detailed below:
 - a. SP1 - **1 day(s)**
 - i. Noted time approved for the Project Manager and Project Engineer in relation to rearranging delivery of materials and negotiations with the Union representatives.
 - b. WUS - **0 day(s)**
 - i. The Contractor does not agree that the WUS critical path of all Subcontract Separable Portions have been impacted by the Delay Event, in particular SP3. The WUS in relation to this Separable Portion has not commenced and there is no apparent critical path link between these Separable Portions.
5. Pursuant to clause 19.5, the Contractor confirms the Subcontractor's entitlement to claim for associated Delay and Disruption Cost.
 - a. Delay and Disruption costs: **\$20,740.00 EX GST.**
6. The Contractor is committed to working with the Subcontractor to ensure that planning and program expectations are met by both parties and would encourage the open communication to help mitigate further delays.

Yours faithfully

Leigh Hahn



Contractor's Representative
Georgiou BMD Joint Venture

RE: CN-13712 Centenary Bridge Upgrade - Shameful, racism, discrimination propaganda

From: Ian K Gahoy [REDACTED]
To: Leigh Hahn [REDACTED] >; Francisca P Knight
 <[REDACTED]>; Damitha A Peiris [REDACTED] >
Cc: Chris DEMARTINI <[REDACTED]>; Peter.Konecny [REDACTED];
 Karen Crook <[REDACTED]>; Jessica D Crago
 <[REDACTED]>
Date: Thu, 29 Feb 2024 09:43:35 +1000

Hi Leigh

Thanks for your email.

The resident raised their concern yesterday to Council, who then passed it onto the State MP. I spoke to the state Electorate Office and confirmed that TMR and the project team, GBJV included, does not share the racist/discriminating sentiments on the signs.

I advised signs were installed along Sinnamon Rd and Kenmore Rd bridge as part of ongoing union action and was instigated by the project and in no way related to members of the project team. I also requested the EO to lodge a job request with Council for the removal of the signs as Sinnamon Rd and Kenmore Rd are Council controlled corridors.

No further action required on this one at the moment, however we do appreciate your offer. I will check if the EO has contact details of the resident so I can give them a call to explain.

Thanks

Ian Gahoy

Senior Communications Advisor | Metropolitan Region
 Program Delivery & Operations Branch | Infrastructure Management & Delivery Division
 Department of Transport and Main Roads

[REDACTED]
 Floor 20 | 313 Adelaide Street | Brisbane Qld 4000
 P 4

From: Leigh Hahn <Leigh.Hahn@gbjvcentenary.com.au>
Sent: Thursday, 29 February 2024 7:31 AM
To: Francisca P Knight <Francisca.P.KNIGHT@tmr.qld.gov.au>; Damitha A Peiris
 <Damitha.A.Peiris@tmr.qld.gov.au>
Cc: Chris DEMARTINI <chris.demartini@smec.com>; Peter KONECNY <Peter.Konecny@smec.com>; Ian K
 Gahoy <Ian.K.Gahoy@tmr.qld.gov.au>; Karen Crook <Karen.Crook@gbjvcentenary.com.au>
Subject: CN-13712 Centenary Bridge Upgrade - Shameful, racism, discrimination propaganda

Fran & Damitha, I have taken out most of the email chain but, I am keen to rectify the experience that the original complainant has had of our project.

If TMR wish to extend an invitation back to them for a project tour, I'll be happy to show them around, take them on to barge, etc. I have no issue if either of members of Councillor Hutton nor MP Pugh's team tag along as well; and of course, TMR / CA team too.

I am not interested in allocating blame to sign vandals - who by the way, definitely aren't associated with our project - but I definitely don't want someone out there thinking that our project team harbours and/or encourages racism.

Let me know your thoughts.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

SECURITY LABEL: OFFICIAL

From: XXXX

Sent: Wednesday, February

To: Jamboree Ward Office [REDACTED]

Subject: Shameful, racism,

>

Hi there

I was so furious today when seeing the propaganda "Chinese No Deal" for Councillor Sarah Hutton on Sinnamon Road (in front of Jindalee Fitness). We have always been supporters for LNP running Brisbane City Council. But today, we are so disappointed when seeing this.

The workers literally changed the sign from "Support Local Produces" to "Chinese No Deal". If it has always been there, or something else, I don't care. I have plenty of reasons to say: LNP is shameful and racist party to use these as propaganda. We were born in China and we were, are and will always be Chinese.

Therefore, I think you guys should think first before making any signs. The people working for you should behave properly and should never hurt any people from different cultural backgrounds including Chinese community. Especially, you guys shouldn't target us as your enemies to change the signs to racism and discriminated ones when we are passing you guys.

So shameful! So disappointed!

Please stop your behaviour. Zero tolerance!!!

Regards
Unhappy supporter

Sent from myMail for iOS

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Thursday (29/02/2024);

Jon, Darren & John (georgiou men) continued with install of walkway brackets & handrail posts to pile cap shells 2B & 2C.

Dan & Te finished locking down pile cap, shell 3B outer forms.

Nick & Jasper finished scabbling pile cap shell 2B internal walls & block outs.

Dan & Te started install of pile cap shell 3B nib upstand.

Jon, Darren & John installed alluminium skirting plates to pile cap shell 2C.

CFMEU was onsite again today, arrived at 11.00am & left at 12.45pm. Lost an hour and 45 minutes work while they were on-site. (Dean & Dylan)

Cody had to get lifting frames ready for tomorrow's lift and he had no dogman so I had to take Dan away from our works so he could do dogman works (lost time on our works to help out).

Jasper continued with strapping dunnage together.

Nick & I started to through reinforcement bar into steel rectcle bin.

Kleer ice machanic out to look at water bubbler, will be back tomorrow to fix.

Acrow engineer out to sing off walkways.

Deliveries (29/02/2024); CDA Eastland dropped off 2 x rolls of metal strapping & a box of WD40.

Metal recyclers dropped off a skip bin for reinforcement waste.

Friday (01/03/2024); Load out pile cap shells 2B & 2C with 300t travel lift.

Store ply, and remaining handrail items into pile cap shells.

Remove pile liner dunnage from barge & install pile cap shell dunnage onto barge.

Load pack of LVL & handrail tubing onto barge.

Finish install of pile cap shell 3B nib upstand forms.

Remove z-bars from pile cap shell 3A wall forms.

Final clean out of pile cap shell 3B base slab

Deliveries (01/03/2024); 25t uplift franna on-site to help with pile cap shell load out.



Dean Searle

Foreman

Georgiou BMD Joint Venture (GBJV)



213 Sinnamon Road, Jindalee QLD 4074 4074

PO Box 197 Wynnum Qld 4178





238



Spinkbrae Street Park

Brisbane R

M5

M5

M5

M5

Centenary Hwy Bikeway

Centenary Hwy Bikeway

Centenary Hwy Bikeway

ringal Dr

Koorinal Dr

Bangalee St

Bangalee St

Jindalee St

Koorinal Dr

lambee Rd

Sinamon Rd

Jindalee Skate Park

Amazons Place Park

Centenary Quays

Amazons Pl

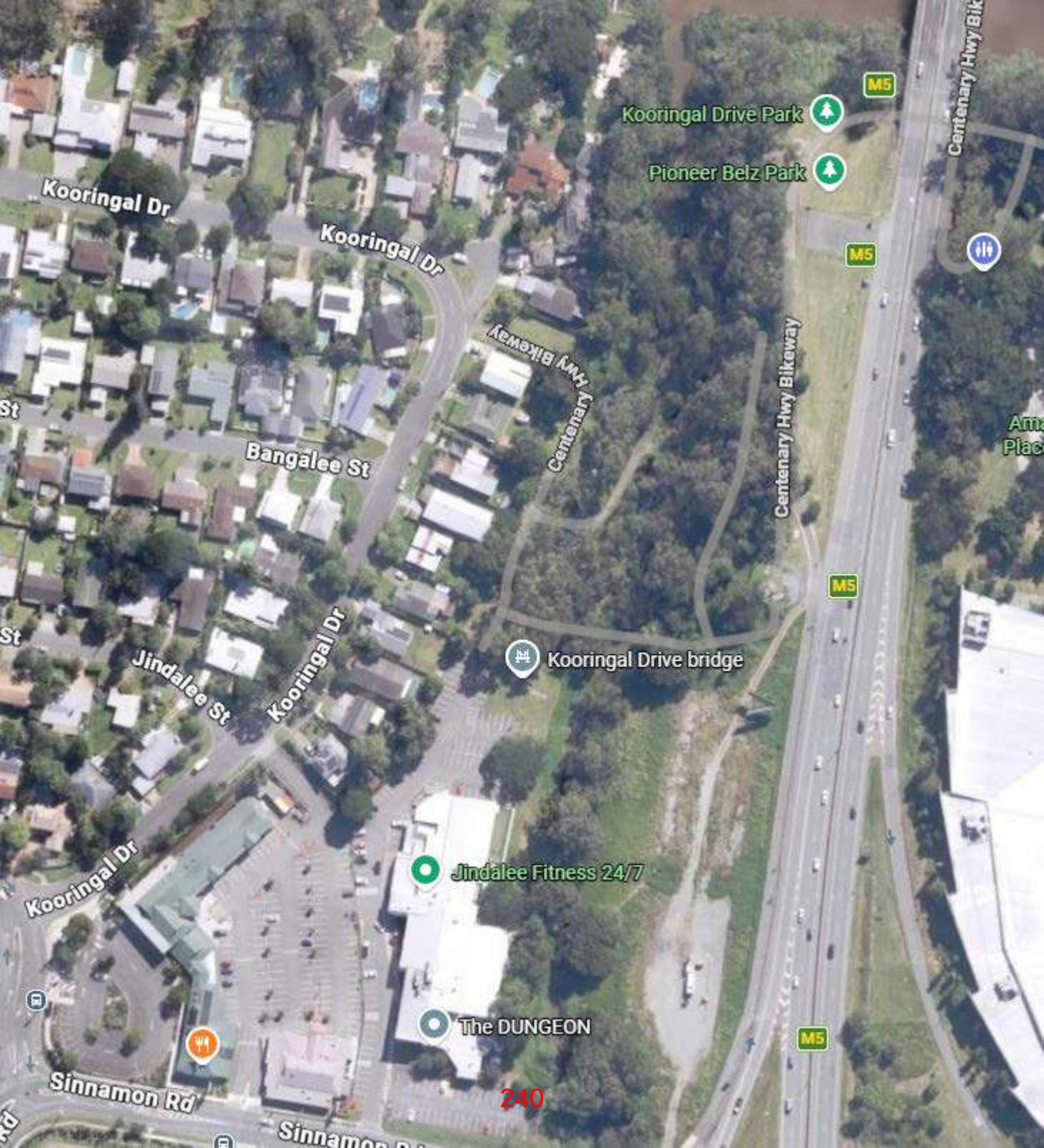
DFO Jindalee

The Yiros Shop - DFO Jindalee

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239



Koorinal Dr

Koorinal Dr

Bangalee St

Jindalee St

Koorinal Dr

Koorinal Dr

Sinnamon Rd

Sinnamon Rd

Koorinal Drive Park

Pioneer Belz Park

Centenary Hwy Bikeway

Centenary Hwy Bikeway

Centenary Hwy Bikeway

Koorinal Drive bridge

Jindalee Fitness 24/7

The DUNGEON

240

M5

M5

M5

M5

CN-13712 Centenary Bridge Upgrade - Weekly Update

From: Leigh Hahn <[REDACTED]>
To: Berry Freshney <[REDACTED]>; Gary Grant <[REDACTED]>; kieren.walters [georgiou] <[REDACTED]>; Mathew Quy-Verlander <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Fri, 08 Mar 2024 07:18:08 +1000
Attachments: 20240305 GBJV Centenary Bridge Upgrade, Weekly Project Meeting.docx (473.05 kB)

Busy and good week.

Current and Completed	
●	Pile 5-4 socket. Liner slipped into socket under the weight of the cage earlier this week. Caporn marine crews and resources are effectively stood down and not re-deployable whilst extension of liner and cage is sought. Potential issue was highlighted by GBJV in RFI following Geotech Assessment mid-2023. Reply was to build design as is. Design has failed. Notification prepared. TMR & CA acknowledge that Claim will include EOT with costs.
●	Blind Sight being installed to ~5 items of plant from March 5.
●	Discussion with CA on stainless steel in the pilecap shells: we agreed the quantum of the claim on March 7.
●	Envelope #3, Revision 5 sent to CA for agreement on (a) administration as provisional quantities (b) new item for multiple Flexible RDO observance by GBJV wages personnel (c) GBJV staff working on fixed RDO's.
●	In consultation with GBJV workforce on March 5, the CFMEU accepted Cody Raymond as a Delegate (nothing formal issued by CFMEU). Paul Arcadiou remains an AWU Delegate.
●	Milestones: 1 st landside substructural element poured, Pier 6 pilecap; 1 st pair x pilecap shells from The Yard arrived; FAT completed for Overhead Gantries
●	Move Up program results distributed on March 4
●	Notice issued regarding being heated off is a result of BPIC being prescribed in the Contract and therefore a Principal caused delay. CA initially rejected this. Other discussions with CA & TMR underway. Proposal for new item in Envelope #3 or claim case-by-case.
●	Numerous Caporn Claims settled in recent weeks. Several back charges to be tallied.
●	OzFish submission on January 29. Community group that propagates oyster beds - this will be 1 st this far up the river. TMR have indicated agreement with final queries to be resolved. GBJV are aiming for this to be claimable under the \$300 thousand Provisional Item for Sustainability Innovations.
●	Pre-delivery inspections continue for Qingdao Yinglong's overhead gantry structural steelwork prior to delivery to site. It appears this steelwork is the target of the CFMEU's 'buy-Queensland, unsafe foreign products' attention.
●	Program submission (Rev D) provided to CA for approval on February 9; no response yet. Our Critical Path will be altered by likely EOT's with costs for (a) Northern Drainage IFC once that's issued; (b) P5-4 socket, Latent Condition / Design Defect; (c) possibly water supply to Amazons Park.

•	Rollout of BMD's Safety Excellence Plan, Working Near Services commenced.
•	Reply provided to Boral in respect of their queries of our Set-Off Notice for the 1 st failed pilecap pour. Meeting held with Boral on February 28. GBJV to quantify total losses, settlement will be based on some apportionment of fault by each party. Nex discussion is March 18
	Traffic - Incident Management & Response. Discussed at CLT again on February 22. Proposal agreed at site on March 5, for a deduction (notionally \$1,000 per week with caps for incidents of excessive cost) of SNO's costs from our Progress Claim.
Coming	
•	Assessment of pavement placement following acceptance by TMR that 3.3m lanes are permissible
•	Billboard to be removed coincident the crane mobilisation to Precast Yard.
•	Centenary Motorway VSLs to be removed and replaced with static 80 signs by April 18.
•	Fabrication of Blade Wall forms for delivery in ~8 weeks.
•	GBJV had agreed to inform Niepe based on a decision point on March 18 for potential mobilisation from April 10. Discussion held with Niepe on March 6 to mobilise 4 persons to the on-site Precast Yard for girders from May 27. RFA has not been issued.
•	GBJV team are drafting Claim opportunities that have some merit and a low-moderate chance of success. We will need to exercise caution to avoid relationship damage that may be caused by our pursuit of these.
•	GBJV were provided with pre-IFC northern drainage drawings for comment on January 11. IFC have still not been issued and are not in Program Rev D. This drainage will be a Variation and most likely extend our previously granted EOT with costs.
•	Installation of Overhead Gantry steelwork commencing in ~2 weeks.
•	Packing and transportation of Precast Girder Mould from China Grand
•	Sinamon Road intersection night works to resume March 24.
•	TMR is arranging for existing bridge inspection on night shifts from March 17 -22



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

213 Sinamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - Inclement Weather, March 5

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED]; David OEI <[REDACTED]>; Amy Hudson <[REDACTED]>;
 <[REDACTED]>; Andrew Pilecki <[REDACTED]>;
 Ben Weston <[REDACTED]>; Gavin Kenny <[REDACTED]>;
 <[REDACTED]>; Greg Calder <[REDACTED]>; Jack Markwell <[REDACTED]>;
 <[REDACTED]>; Josh Nelson <[REDACTED]>; Lee Thompson <[REDACTED]>;
 <[REDACTED]>; Matthew Kennedy <[REDACTED]>;
 <[REDACTED]>; Nicholas Willetts <[REDACTED]>;
 Nicole Macfarlane <[REDACTED]>; Nik Smilevski <[REDACTED]>;
 <[REDACTED]>; Quinn Murray <[REDACTED]>;
 Rex Clarke <[REDACTED]>; Stella Zolfaghar <[REDACTED]>;
 <[REDACTED]>; Steve James <[REDACTED]>
Date: Tue, 05 Mar 2024 11:01:50 +1000

Chris & Peter, as discussed a few moments ago, the overnight rain and persistent showers this morning mean that we can't keep the site and surrounding roads in a safe condition. At 11am, we commenced an orderly cessation of activities with a view to having all personnel off the job and the project shutdown by 12noon.

In related news, we understand that the CFMEU are still coming at 12:30pm (under their s484 notice of yesterday) and we shall endeavour to facilitate that session.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

Gantry Steel.

Anthony has been collating records for our own QA, etc so will prepare similar in response to this. As discussed with some of you they are most intent on the Boron content of the steel.

They've told us that they'll be back in around three hours.

If legal or the like need to be involved, let me know hastily please.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn
Sent: Tuesday, Ma
To: berry.fresh [REDACTED]; Gary Grant [REDACTED] ew
Quay-Verlander [REDACTED] Donald [REDACTED]
C [REDACTED]
[REDACTED]; Rex
Subject: [REDACTED] ade - s484 Notice supplied by CFMEU
Importance: High
Sensitivity: Confidential

Gents:

In addition to the Notice attached, for which, the GBJV employees have been arranged to attend at 12:30pm today: we believe that the session will take ~30-minutes, which will be facilitated by altering break times.

We announced at this morning's Pre-Start that this s484 Notice has been received.

Separately, we are anticipating a s118 WHS Act Notice **requesting documents relating to the Overhead Gantry support structure steel** that is being fabricated by Qingdao Yinglong. We have been compiling these QA records for our own purposes. However, the team are under strict instructions that **nothing is to be transmitted until it has gone through BMD & Georgiou Legal**; and, then me. To that end, can you please that you put the **legal departments of both JV organisations on standby** to review such a request (and our response) if / when it arrives.

By the way, CA & TMR teams have been informed of both of the above items.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Dylan Howard <[REDACTED]>

Sent: Monday, M

T

>; Leigh Hahn

>; Paul Dunbar <[REDACTED]>

Subject: 484

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

Good afternoon,

See attached 484 ROE for Dean Mattas and Dylan Howard. We will be arriving to site 12:30pm 5/3/24 to hold discussions with the BMD/Georgiou JV direct employees. If you have any questions regarding the above ROE please contact

Dylan Howard 0439995678

Dean Mattas 0476888120

CFMEU

Dylan Howard

Organiser

16 Campbell Street

Bowen Hills

QLD

4006

T [REDACTED]

F [REDACTED]

**Construction & General Division
QLD/NT Divisional Branch**



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Form 2 (regulations 3.27, 3.28 and 3.29)

Fair Work Regulations 2009, regulation 3.27

ENTRY NOTICE

I, Dean Mattas Dylan Howard

of the Construction, Forestry, Maritime, Mining and Energy Union, and having been issued an entry permit under section 512 of the Fair Work Act 2009, give notice that I propose to enter:

Job Details: BMD-Georgiou JV centenary bridge

On: 5-3-2024

As the entry is authorised by section 484 of the *Fair Work Act 2009* (which deals with entry to hold discussions), I declare that the Construction, Forestry, Maritime, Mining and Energy Union, under Rule 2, of the Union's Rules, is entitled to represent the industrial interests of an employee who performs work on the premises mentioned above.

Obligations of permit holders, occupiers of premises and affected employers

A permit holder has various obligations under the *Fair Work Act 2009*. In general terms, these include (but are not limited to) the following:

- to produce the permit holder's entry permit for inspection on request and before requiring access to records and documents (see section 489);
- to comply with any reasonable request from the occupier of premises to comply with occupational health and safety requirements that apply to the premises (see section 491);
- not to intentionally hinder or obstruct any person, or act in an improper manner (see section 500);
- not to intentionally or recklessly misrepresent things the permit holder is authorised to do (see section 503).

An occupier of premises, an affected employer or other person has various obligations under the Fair Work Act 2009. In general terms, these include (but are not limited to) the following:

- not to refuse or unduly delay entry to a permit holder (see section 501);
- not to intentionally hinder or obstruct a permit holder (see section 502);
- not to intentionally or recklessly misrepresent things the occupier, employer or person is authorised to do (see section 503).

For further information about all the rights and obligations that apply in relation to entry rights, see Part 3-4 of the *Fair Work Act 2009* or contact the Fair Work Ombudsman (tel: 13 13 94) or the Australian Building and Construction Commission (tel: 1800 003 338).

Failure by a person to comply with an obligation under Part 3-4 of the *Fair Work Act 2009* may result in a court ordering the person to pay a pecuniary penalty (see section 546).

Should you wish to discuss this matter further, please contact me on my mobile number - [REDACTED]

Given at: 12:15

Date: 4-3-2024

Signature of Permit Holder

Dean Mattas

Dylan Howard

[REDACTED]

CN-13712 Centenary Bridge Upgrade - s484 Fair Work Act and RoE, March 5

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED]; Berry Freshney <[REDACTED]>; Ben Weston <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quay-Verlander <[REDACTED]>; Rex Clarke <[REDACTED]>; Quinn Murray <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Tue, 05 Mar 2024 14:06:28 +1000
Attachments: ROE 484-Multiple Entries_interactive.pdf (1.17 MB); 20240305 RoE, Centenary Bridge, Hayden Turner-Davey.pdf (188.96 kB)

Chris & Peter, as advised yesterday, the CFMEU attended site at 1:00pm (Dean Matas and Dylan Howard as noted on the s484, as well as Hayden Turner-Davey who provided a Right of Entry notice) today for the purposes of consulting with workers.

As we had already been rained off that morning most personnel - GBJV wages and some subcontracts - had concluded their lunch break and were waiting for them from 12:30pm.

The session concluded at 1:30pm and the Organisers attending did not speak with either Gavin nor myself upon their departure.

Nothing else to report: no safety inspection nor any request for documents.

Thanks,



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - CFMEU at Gate 1

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny <[REDACTED]>
Cc: [REDACTED]; Berry Freshney <[REDACTED]>; Ben Weston
 <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny
 <[REDACTED]>; Mathew Quy-Verlander
 <[REDACTED]>; Rex Clarke <[REDACTED]>; Quinn Murray
 <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Wed, 06 Mar 2024 13:10:44 +1000

Chris & Peter, I got a query for how often the CFMEU sympathisers have been at our Gate 1. They are there again today and have been most weekdays since and including February 29 ie, five times.

I am perfectly comfortable if TMR wishes to correct this by their own count.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 - Reporting of union activities at the CBUP site

From: Leigh Hahn [REDACTED]
To: Chris DEMARTINI [REDACTED]
Cc: [REDACTED]; David OEI [REDACTED]; Peter.Konecny [REDACTED]; Quinn Murray [REDACTED]; Rex Clarke [REDACTED]
Date: Tue, 05 Mar 2024 08:47:16 +1000

No-one from the CFMEU on-site yesterday.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Chris DEMARTINI <[REDACTED]>
Sent: Tuesday, M [REDACTED]
To: Leigh Hahn <[REDACTED]>
Cc: Quinn Murray [REDACTED]
Subject: FW: CN-1 [REDACTED] the CBUP site

Hi Leigh,

Refer below from Damitha. TMR have asked if we can please get back to the daily reporting on the Union activity when they are at site (SMS alert ASAP and a summary email later in the day). I know its getting a bit monotonous at the moment, but TMR still require the daily, timely updates, particularly with all the CFMEU activity on multiple projects currently.

Thanks

Chris Demartini

Administrator's Representative

Centenary Bridge Upgrade

Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Damitha A Peiris >
Sent: Tuesday, 5 March 2024 7:33 AM
To: Chris DEMARTINI >
Cc: Peter KONECNY; Francisca P Knight
 > Imran Z Qaiser
 > Iz Z Rahman; Ian K
Subject: CN-13/12 - Reporting of union activities at the CBUP site

Hi Chris

Up to last week, GBJV have been following the union activity reporting procedure in a commendable manner.

However, since late last week, the reporting was not happening as usual. This may be due to the everyday presence of union members at the front gate. We still need to report these activities to TMR upper management (doesn't matter whether it is a repetition of same thing every morning) and expect GBJV to follow the same reporting procedure (that is, SMS alert ASAP and a summary email later in the day).

Could you please remind the contractor to follow this process for the full duration of the project.

Thanks

Best Regards

Damitha Peiris

Principal Engineer (Civil) | Metropolitan Region
Program Delivery & Operations Branch | Infrastructure Management and Delivery Division |
 Department of Transport and Main Roads

Nathan Depot | 1 University Road | Nathan Qld 4111

[W](#)

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From: [Leigh Hahn](#)
To: [Berry Freshney](#); [Gary Grant](#); [Mathew Quy-Verlander](#); [Sean Donald](#)
Cc: [Anthony Parlato](#); [Gavin Kenny](#); [Quinn Murray](#); [Rex Clarke](#)
Subject: CN-13712 Centenary Bridge Upgrade - s484 Notice supplied by CFMEU
Date: Tuesday, 5 March 2024 7:05:41 AM
Attachments: [image431554.jpg](#)
[image136382.png](#)
[image310010.png](#)
[image305947.png](#)
[image368809.gif](#)
[image403975.gif](#)
[image542761.gif](#)
[image001.png](#)
[image002.jpg](#)
[ROE 484-Multiple Entries_interactive.pdf](#)
Importance: High
Sensitivity: Confidential

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Gents:

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By the way, CA & TMR teams have been informed of both of the above items.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Dylan Howard <dhoward@cfmeu.org>
Sent: Monday, March 4, 2024 12:26 PM

To: Gavin Kenny [REDACTED]; Leigh Hahn

<[REDACTED]>

Cc: Dean Mattas [REDACTED] Paul Dunbar [REDACTED]

Subject: 484

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Good afternoon,

See attached 484 ROE for Dean Mattas and Dylan Howard. We will be arriving to site 12:30pm 5/3/24 to hold discussions with the BMD/Georgiou JV direct employees. If you have any questions regarding the above ROE please contact

Dylan Howard 0439995678

Dean Mattas 0476888120

 Construction & General Division QLD/NT Divisional Branch      	Dylan Howard Organiser 16 Campbell Street Bowen Hills QLD 4006
---	--

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.

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CN-13712 Centenary Bridge - Domestic & Family Violence campaign, Module 4 - Session 1

Where: 141-4253 GBJV Induction Room
When: Thu. Mar. 07 09:30:00 2024 +10:00
Until: Thu. Mar. 07 10:30:00 2024 +10:00
Organisers Leigh Hahn <[REDACTED]>
Required Attendees: Leigh Hahn <[REDACTED]>
 [REDACTED]
 Chris DEMARTINI <[REDACTED]>
 David OEI <[REDACTED]>
 [REDACTED]
 Hakim Mohd Zafi <[REDACTED]>
 Peter.Konecny <[REDACTED]>
 Russell SMITH <[REDACTED]>
 Alisha Bryett <[REDACTED]>
 Amy Hudson <[REDACTED]>
 Andrea Perna <[REDACTED]>
 Andrew Pilecki <[REDACTED]>
 Anthony Parlato <[REDACTED]>
 Beli Harvey <[REDACTED]>
 Ben Wilson <[REDACTED]>
 Ben Weston <[REDACTED]>
 Brett Ingram <[REDACTED]>
 Dean Searle <[REDACTED]>
 Denna Peter <[REDACTED]>
 Gavin Kenny <[REDACTED]>
 Glenn Davidson <[REDACTED]>
 Greg Calder <[REDACTED]>
 Irene Peralta <[REDACTED]>
 Jack Markwell <[REDACTED]>
 Jackson Schultz <[REDACTED]>
 Josh Nelson <[REDACTED]>
 Karen Crook <[REDACTED]>
 Lauren Mua <[REDACTED]>
 Lee Thompson <[REDACTED]>
 Lie-Ann Van Heerden <[REDACTED]>
 Nicholas Willetts <[REDACTED]>
 Nicole Macfarlane <[REDACTED]>
 Nik Smilevski <[REDACTED]>
 Olivia Ingram <[REDACTED]>
 Quinn Murray <[REDACTED]>
 Rebekka Small <[REDACTED]>
 Rex Clarke <[REDACTED]>
 Richard Morrison <[REDACTED]>
 Sead Jukic <[REDACTED]>
 Shananother Wong <[REDACTED]>
 Stella Zolfaghar <[REDACTED]>
 Steve James <[REDACTED]>
 [REDACTED]
 Xristi Gibson <[REDACTED]>

FYI: Media attendance

From: Karen Crook <[REDACTED]>
To: Leigh Hahn <[REDACTED]>; Quinn Murray
 [REDACTED]; Gavin Kenny <[REDACTED]>;
 Greg Calder <[REDACTED]>; Nicole Macfarlane
 <[REDACTED]>; Jack Markwell
 [REDACTED]; Andrea Perna <[REDACTED]>;
 Josh Nelson <[REDACTED]>; Irene Peralta
 <[REDACTED]>; Denna Peter <[REDACTED]>;
 Alisha Bryett <[REDACTED]>; Amy Hudson
 <[REDACTED]>; Andrew Pilecki <[REDACTED]>;
 Jackson Schultz <[REDACTED]>; Bel Harvey
 <[REDACTED]>; Anthony Parlato <[REDACTED]>;
 Stella Zolfaghar <[REDACTED]>; Steve James
 [REDACTED]; Rex Clarke <[REDACTED]>; Lee
 Thompson <[REDACTED]>; Lie-Ann Van Heerden
 [REDACTED]; Richard Morrison <[REDACTED]>;
 Japher Klongoli <[REDACTED]>; Kristi Gibson <[REDACTED]>; Nik
 Smilevski <[REDACTED]>; Shanather Wong
 [REDACTED]; Brett Ingram <[REDACTED]>; Olivia
 Ingram <[REDACTED]>; Ben Weston <[REDACTED]>; Glenn
 Davidson <[REDACTED]>; Nicholas Willetts
 [REDACTED]; Matthew Kennedy <[REDACTED]>;
 Ben Wilson <[REDACTED]>; Sead Jukic
 [REDACTED]; Dean Searle <[REDACTED]>; Rebekka
 Small <[REDACTED]>
Cc: Francisca P Knight <[REDACTED]> Chris DEMARTINI
 [REDACTED]; Ian K Gahoy <[REDACTED]>; Faiz Z Rahmansyah
 [REDACTED]; Damitha A Peiris <[REDACTED]>; Peter
 KONECNY <peter.konecny@smec.com>; Imran Z Qaiser <[REDACTED]>
Date: Thu, 07 Mar 2024 10:22:18 +1000

Hi Team

Just letting you know that a Channel 7 cameraman (Alex) came to the site about 9.20am and was filming out the front.

- Gav and I spoke to him (near the gym TC).
- He'd been asked by his bosses to grab footage on his way into work, of the CFMEU and their signage.
- He'd already approached the CFMEU out front and they told him to contact their media team.
- We left and I rang Ian (TMR Comms) to let him know of the visit and to be prepared for enquiries from Ch 7.
- Gav responded to Leigh with update.

Just remember, if media ever rock up, come let Gav or myself know and do not get into a conversation with them about the project, etc.

Gav wouldn't get on camera as he hadn't done his hair and make-up! 😊

Thanks

Kazz



Karen Crook
Senior Community Relations Officer
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

Gym complained to Jess Pugh

From: Karen Crook <[REDACTED]>
To: Leigh Hahn [REDACTED] Quinn Murray
Date: Fri, 08 Mar 2024 14:54:58 +1000

FYI

Just letting you both know that Doug Curtis, owner of Jindalee Fitness 24/7 (next door), called to say that he'd rung Jess Pugh's office earlier about the CFMEU still parking in his car park and their behaviour.

Jess Pugh apparently visited his gym within 30min of the call (though Doug had left) and spoke to the staff about it.

She's going to let the Minister, etc know what they have been doing and apparently said she would contact us, though Doug knows there's nothing we can do about them.

I just wanted to let you know he'd called and raised it with the elected rep. I've told Ian.



Karen Crook
Senior Community Relations Officer
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

Union Stickers on BMD Utes

From: [REDACTED]
To: Karen Crook [REDACTED] >
Cc: Leigh Hahn <[REDACTED]>
Date: Tue, 12 Mar 2024 16:17:00 +1000

Hey Karen,

See below pics of union stickers placed on 2 x BMD utes parked across the road from the office today. Luka took my car for a drive and didn't notice the sticker on the mirror before driving off and said it was a massive distraction when using the mirror to change lanes/turn etc - i.e. could have caused an accident.

My Rego is BMD958 and the other car was BMD592 (not sure who drives this one).

Not sure what can be done, but thought I would report it to you anyway as I see it as vandalism.

Thanks,



Amy Hudson
Project Engineer
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

















Sent from my iPhone

CN-13712 Centenary Bridge Upgrade - CFMEU blockade, 13-Mar-24

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter.Konecny
Cc: [REDACTED]; Berry Freshney <[REDACTED]>; Gary Grant <[REDACTED]>; Mathew Quy-Verlander <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Wed, 13 Mar 2024 09:38:22 +1000
Attachments: 20240313 RoE. Centenary Bridge, Hayden Turner-Davey.pdf (199.48 kB)

Morning Chris & Peter, as we're all aware we had the CFMEU blockade Gate 1 this morning.

Summary:

- 1st load of two loads steel arrived at 6:15am.
- ~15 CFMEU personnel blocked the load causing traffic to immediately queue along Sinnamon Road.
- Police were called by GBJV to assist entry of the load.
- Gate 1 remained blocked, and traffic queued for some time.
- We were aware of various radio stations broadcasting traffic alerts.
- I did not see the 2nd load near Gate 1, but the driver reported that he was 'bullied and harassed' so therefore drove off.
- A camera man was observed filming from the Golf Course side of Sinnamon Road, but I did not see this nor do I know which media organisation they are from.
- Police ultimately directed the 1st load to leave site to release traffic.
- Most of the CFMEU personnel dispersed but a few remain at Gate 1
- Later, the Notice attached was furnished to GBJV in relation to our Overhead Gantry Steel.

The CFMEU believe that the steel is inherently 'non-compliant' as it has been fabricated overseas. They also believe that the project is exceeding \$300 million in value and is therefore eligible for BPIC+. If not, then the savings generated by from overseas fabrication has prevented the project from exceeding \$300 million.

GBJV has been thwarted twice now from delivering this steel. Cutting of pile heads is due to commence March 18 and installation of this steel, thereafter. Trust that this is sufficient for now.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: [Leigh Hahn](#)
To: [Sean Donald](#)
Subject: CN-13712 Centenary Bridge Upgrade - Gate 1 blockade details
Date: Friday, 15 March 2024 10:53:34 AM
Attachments: [image001.png](#)
[20240223 RoE, Centenary Bridge, Dean Mattas.pdf](#)
[20240223 RoE, Centenary Bridge, Dylan Howard.pdf](#)
[20240223 RoE, Centenary Bridge, Jamie Porter.pdf](#)
[20240228 RoE, Centenary Bridge, Dean & Dylan.pdf](#)
[20240305 RoE, Centenary Bridge, Hayden Turner-Davey.pdf](#)
[20240313 RoE, Centenary Bridge, Hayden Turner-Davey.pdf](#)
[Notice of Entry Dylan Howard 14-03-2024.pdf](#)
[Notice of Entry Hayden Davey 14-03-2024.pdf](#)

! CAUTION - This email was sent from outside Georgiou Group

Sean,

1. Video link to our Security Camera

<https://launcher.myapps.microsoft.com/api/signin/161f907a-a169-4eb9-b480-9c252a3c7ceb?tenantId=9a2a4ae5-8ac1-460b-90f0-bb3c8516df35>

You can zoom in and see their tent which has been in position since February 27.

Generally, there's 4 - 8 persons in there and all are attired in CFMEU paraphernalia.

There is also a frankly, squatters camp, in the gym car park next door where up to another dozen similarly dressed personnel retreat to the shade - this has led to complaints from the gym ownership and patrons.

2. Attached photo from March 13 at 5:55am with personnel in CFMEU insignia blocking the inbound truck.

We have a video from much closer and directly inside our Gate 1 which shows the interaction of the blockaders with the truck, the Police arrival, CFMEU personnel unilaterally re-directing traffic, public complaints but its >1-hour long.

3. Also, eight selected Right of Entry Notices between February 22 and March 13.

4. We have also had two instances of unauthorised entry.

March 12, at Abutment B on the Kenmore-side of the river and March 15, into the Girder Precast Yard off Sinnamon Road.

5. You should also have the transmittal of the AWU vehicles being confronted by CFMEU personnel on February 23.

Its 6-minutes long and 500-plus MB so, you'll have to look in you Inbox from when I sent it on February 24.

6. One last anecdote, the CFMEU blocked another truck this morning.

The CFMEU man who identified himself as 'Gibbo' happened to be at the top of the stairwell with Ben & myself at that time.

We told him that it was a load of light poles - not overseas fabricated steelwork for the gantry support - with a single 'oi' and gesture of his hand the crews stepped aside and let the truck in.

I am available to discuss further if you need too.

Hope that helps for now.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178





CN-13712 Centenary Bridge Upgrade - Images from blockade on 13-Mar-24

From: Leigh Hahn <[REDACTED]>
To: Berry Freshney [REDACTED]; Gary Grant [REDACTED]; kieren.walters [georgiou] [REDACTED]; Mathew Quay-Verlander [REDACTED]; Sean Donald [REDACTED]
Date: Mon, 18 Mar 2024 16:44:38 +1000

Gents: Sean was after some images which I have selected from Sead's dashcam footage.

5:56am Inbound truck confronted by CFMEU sympathisers.



6:02am GBJV Superintendent conferring with two x CFMEU Organisers



6:15am CFMEU sympathisers maintaining blockade of Gate 1



6:25am CFMEU Organiser suggesting to GBJV Project Director that inbound truck is causing traffic congestion.



6:29am Cyclists and pedestrians being forced around blockade.



6:35am Police on-site



6:39am Police conferring with CFMEU Organisers and others.



6:40am Police direct truck away from Gate 1



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

From: [Leigh Hahn](#)
To: [Berry Freshney](#); [Gary Grant](#); [Mathew Quy-Verlander](#); [Sean Donald](#)
Cc: [Anthony Parlato](#); [Gavin Kenny](#); [Quinn Murray](#); [Rex Clarke](#)
Subject: CN-13712 Centenary Bridge Upgrade - Notice supplied by CFMEU for documents in relation to our Overhead Gantry Steel.
Date: Wednesday, 13 March 2024 8:54:46 AM
Attachments: [image003.jpg](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.gif](#)
[image008.gif](#)
[image009.gif](#)
[image001.png](#)
[image002.jpg](#)
[20240313 RoE. Centenary Bridge, Hayden Turner-Davey.pdf](#)
Importance: High

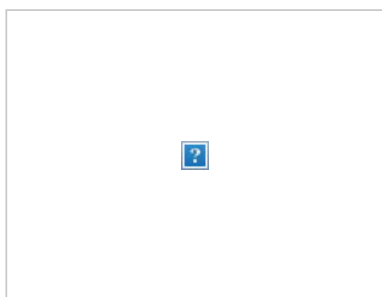
! CAUTION - This email was sent from outside Georgiou Group

Team: Notice served by CFMEU a few moments ago seeking documents in relation to our Overhead Gantry Steel.

Anthony has been collating records for our own QA, etc so will prepare similar in response to this. As discussed with some of you they are most intent on the Boron content of the steel.

They've told us that they'll be back in around three hours.

If legal or the like need to be involved, let me know hastily please.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn
Sent: Tuesday, March 5, 2024 7:04 AM
To: berry.freshney [REDACTED]; Gary Grant [REDACTED]; Mathew Quy-Verlander [REDACTED]; Sean Donald [REDACTED]
Cc: Anthony Parlato [REDACTED]; Gavin Kenny [REDACTED]; Quinn Murray [REDACTED]; Rex Clarke [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - s484 Notice supplied by CFMEU
Importance: High
Sensitivity: Confidential

WHS Entry Permit Holder NOTICE OF ENTRY

Section 119 Work Health and Safety Act 2011 ("WHS ACT")

Full Name of Entry Permit Holder: Stephen Turner - Harvey

Name of Union Represented: Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland
Construction, Forestry, Maritime, Mining and Energy Union

Name and Address of Workplace being entered: Centenary Bridge, Beerington NSW 21

Date of Entry or Proposed Entry: 13.5.24

PURPOSE OF ENTRY:

- ☒ Section 117 WHS Act - Entry to inquire into a suspected contravention of the WHS Act.
☐ Section 120 WHS Act - Entry to inspect records or information held by another person.
☐ Section 121 WHS Act - to consult and advise relevant workers on health and safety matters.

Additional – for entry under section 117

Details of the suspected contravention to which this notice relates:

Non Compliant steel - Requesting all Documentation
for testing of Boron Content in Part (1) Headstock,
Part (2) Bracing & Part (3) Pedistals
all Relevant Documentation regarding - Welding documentation,
Material test certificates, Welding standards, &
Fabrication outside of Australia Weld maps / Qualified or non
Qualified, traceability of materials Documentation of - Part (1)
Headstocks, Part (2) Bracing, Part (3) Pedistals

Additional – for entry under section 120

Description of the employee records and other documents, or of the classes of records and documents, directly relevant to the suspected contravention, that are proposed to be inspected.

Declaration:

- ☒ The above Union is entitled to represent the industrial interests of workers at this workplace.
☒ The provision in the Union's rules that entitles the Union to represent the industrial interests of these workers is Rule 2.
☒ The suspected contravention/s relate to or affects workers the union is entitled to represent.

Penalties

- S.118 Person who fails to comply with S.118(1)(d) that is to inspect, make copies of, any document directly relevant to the suspected contravention. (100 penalty units)
- S.144 Person must not refuse or delay entry of WHS entry permit holder. (100 penalty units)
- S.145 Persons must not hinder or obstruct WHS entry holder. (100 penalty units)

WHS Entry Permit Holder's Signature

No. H 11313

CN-13712 Centenary bridge Upgrade - Options

Where: Microsoft Teams Meeting; 141-4253 GBJV Meeting Room
When: Wed. Mar. 13 17:00:00 2024 +10:00
Until: Wed. Mar. 13 17:25:00 2024 +10:00
Organisers Leigh Hahn <[REDACTED]>
Required Attendees: Leigh Hahn <[REDACTED]>
 berry.freshney <[REDACTED]>
 Gary Grant <[REDACTED]>
 Gavin Kenny <[REDACTED]>
 Mathew Quay-Verlander <[REDACTED]>
 Quinn Murray <[REDACTED]>
 Rex Clarke <[REDACTED]>
 Sean Donald <[REDACTED]>
Optional Attendees: Jonty Bekkers <[REDACTED]>
 Jonty Bekkers <[REDACTED]>

Gents: Table below was prepared by Jonty and forwarded via Berry on the available avenues to address the blockade situation CBUP is facing.

I think our collaboration pathway has ended so, my thoughts are a combination of Low & Moderate.

Response Level	Options
BAU / on-site strategies	- Detailed and contemporaneous file notes and statements of unlawful behaviour and conversations with CFMEU officials as to why the action is occurring (particularly intimidating and abusive/aggressive comments). <u>Good notes and evidence are vital if pursuing legal avenues.</u> - Video footage, photos of the CFMEU folk wearing CFMEU branded clothing. This allows us to demonstrate the CFMEU's involvement in organising the action. - Quantifiable records of financial loss as a result of unlawful behaviour. - Proactively engaging police/police escorts before and during delivery. - Reconsidering how deliveries to the site are received (eg, utilising the river). - Improved site security (ATF gates, security guards, CCTV etc). - Hosing down the "protestors" to get them to move
Low	PRIORITY: Write a letter to the CFMEU putting them on notice and seeking an undertaking from them that the action will stop etc or we will take them to court. - Can be prepared in-house but suggest engaging a solicitor to ensure wording is effective. Relatively cheap if we engage a solicitor (~\$800-\$1,000 + GST) - Would need to be prepared to escalate through other avenues if the behaviour continues. - Can be used in future court proceedings to demonstrate we attempted to resolve the situation at a local level before seeking court intervention.
Moderate	Meet with the police off-site and explore avenues available to us through them/brief them on the situation so they have an understanding when they get called out. Arm them with the information and organise a meeting with the right

	person within QPS. 2. Contact the Fair Work Ombudsman and report the behaviour/seek their support. 3. Make a “stop action” application to the Fair Work Commission against the CFMEU as an employer organising the action: a. Usually dealt with within two days. Hearing can be held on the same day. b. Cheap and relatively easy.
Nuclear	c. Need to demonstrate that the “protestors” are affiliated with the CFMEU. 1. PREFERENCE: Engage a lawyer to explore our options of seeking urgent injunctive relief in the Qld Supreme Court (this would be the best jurisdiction to go down, in my opinion. If they are trespassing/abusing right of entry provisions, Federal Court may be more appropriate). 2. Engage a lawyer to explore our options of seeking urgent injunctive relief in the Federal Court.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 433 618 335 312

Passcode: iV3bzL

Dial-in by phone

[+61 7 3062 8833,,648742933#](#) Australia, Brisbane

[Find a local number](#)

Phone conference ID: 648 742 933#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



WHS Entry Permit Holder NOTICE OF ENTRY

Section 119 Work Health and Safety Act 2011 ("WHS ACT")

Full Name of Entry Permit Holder: Dylan Howard

Name of Union Represented: Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland
 Construction, Forestry, Maritime, Mining and Energy Union

Name and Address of Workplace being entered: BMD Georgiou JV
Centenary Bridge

Date of Entry or Proposed Entry: 14.3.24

PURPOSE OF ENTRY:

- ☒ Section 117 WHS Act - Entry to inquire into a suspected contravention of the WHS Act.
☐ Section 120 WHS Act - Entry to inspect records or information held by another person.
☐ Section 121 WHS Act - to consult and advise relevant workers on health and safety matters.

Additional – for entry under section 117

Details of the suspected contravention to which this notice relates:

WHS Act Sec 19 (3)
 Non compliant steel - requesting all information/Documentation
 for testing of Boron Content in Part (1) Headstock,
 Part (2) Bicing and Part (3) Pedistals.
 all relevant documentation regarding welding documents.
 Material test certificates, welding standards, Weld Maps
 Information, Instruction, training and supervision provided
 to workers around safe systems of work.
 Non compliant access egress.

Additional – for entry under section 120

Description of the employee records and other documents, or of the classes of records and documents, directly relevant to the suspected contravention, that are proposed to be inspected.

Declaration:

- ☒ The above Union is entitled to represent the industrial interests of workers at this workplace.
☒ The provision in the Union's rules that entitles the Union to represent the industrial interests of these workers is Rule 2.
☒ The suspected contravention/s relate to or affects workers the union is entitled to represent.

Penalties

- S.118 Person who fails to comply with 5.18 (1) (d) that is to inspect, make copies of, any document directly relevant to the suspected contravention. (100 penalty units)
 - S.144 Person must not refuse or obstruct WHS entry permit holder. (100 penalty units)
 - S.145 Persons must not hinder or obstruct WHS entry holder. (100 penalty units)

No. H 11121

WHS Entry Permit Holder's Signature

WHS Entry Permit Holder NOTICE OF ENTRY

Section 119 Work Health and Safety Act 2011 ("WHS ACT")

Full Name of Entry Permit Holder: Myrleen Turner - Senior

Name of Union Represented: Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland
 Construction, Forestry, Maritime, Mining and Energy Union

Name and Address of Workplace being entered: 1540 / Georgina St - Centenary Bridge

Date of Entry or Proposed Entry: 14.5.24

PURPOSE OF ENTRY:

- ☒ Section 117 WHS Act - Entry to inquire into a suspected contravention of the WHS Act.
☐ Section 120 WHS Act - Entry to inspect records or information held by another person.
☐ Section 121 WHS Act - to consult and advise relevant workers on health and safety matters.

Additional – for entry under section 117

Details of the suspected contravention to which this notice relates:

WHS act Sec 19(3)
Non compliant steel - Requesting all information & Documentation
for testing of Boron Content in Part (1) head stock, Part (2)
Bracing, part (3) Pedestals -
All Relevant documentation regarding - Welding documentation -
Material test Certificates, Welding standards, Weld maps -
Traceability of materials / Documentation Part (2) headstocks, Part (2)
Bracing, Part (3) Pedestals - Information, Instructions, Training &
Supervision Provided to workers regarding Site System of Work

Additional – for entry under section 120

Description of the employee records and other documents, or of the classes of records and documents, directly relevant to the suspected contravention, that are proposed to be inspected.

Declaration:

- ☒ The above Union is entitled to represent the industrial interests of workers at this workplace.
☒ The provision in the Union's rules that entitles the Union to represent the industrial interests of these workers is Rule 2.
☒ The suspected contravention/s relate to or affects workers the union is entitled to represent.

Penalties

- S.118 Person who fails to comply with S.18(1) (d) that is to inspect, make copies of, any document directly relevant to the suspected contravention. (100 penalty units)
 - S.144 Person must not refuse or delay entry of WHS entry permit holder. (100 penalty units)
 - S.145 Persons must not hinder or obstruct entry holder. (100 penalty units)

No. H 11315

Western Fwy grinds to halt as union protest on ‘Chinese’ steel hits Centenary bridge works

Traffic ground to a halt on a busy Brisbane freeway this morning during a union protest about alleged use of Chinese steel in a vital bridge duplication, with police called in to move a truck.



Brendan O'Malley

Follow

2 min read

March 13, 2024 - 6:15PM

Westside News



Traffic ground to a halt on a busy Brisbane freeway on Wednesday morning, March 13, during a union protest about alleged use of Chinese steel in a vital bridge duplication. Police were called in to move a truck blocking two lanes of traffic about 6am at the western approach to the Centenary Bridge in Jindalee.

Militant construction union the CFMEU have been picketing the site, with about a dozen men in black CFMEU shirts on the fringes of the construction zone.

The truck was believed to have been delivering steel when it stopped near an on-ramp.

A Queensland Police Service spokesman said officers were notified of some “traffic issues due to a truck trying to access a work site on Sinnamon Rd”.



Traffic ground to a halt at a CFMEU protest about “foreign” steel allegedly used in the duplication of the Centenary Bridge at Jindalee. Picture: Patrick Woods.

“The matter was resolved quickly and traffic was flowing by 6.43am,” he said.

It was unclear why the truck had stopped, blocking the two lanes.

Facebook posts from residents blamed the union, but it denied involvement.

It was understood the union instead blamed contractor BMD Construction, claiming BMD wanted to make it look like the union was causing trouble.

BMD was approached for comment.

However a spokeswoman for Transport Minister Bart Mellish said claims BMD was responsible for the truck blocking the lanes was “ridiculous” and he refuted the allegation.

A Department of Transport and Main Roads spokesman also said steel used in the bridge was Australian and met its strict requirements, with only steel in temporary structures sourced from overseas.



The CFMEU is protesting the alleged use of “foreign” steel in the construction upgrade of the Centenary Bridge. Picture: Patrick Woods

A CFMEU spokesman said they had repeatedly asked for safety certificates for the imported steel but had not been granted access.

“The CFMEU has serious safety concerns about the imported steel that the BMD-Georgiou Joint Venture is using on the Centenary Bridge upgrade,” he said.

“BMD-Georgiou has refused to provide safety certification for the imported steel in accordance with Transport and Main Roads (TMR) guidelines and Australian standards.



A CFMEU sign at the Centenary Bridge, Jindalee. Picture: Patrick Woods



CFMEU members protesting. Picture: Patrick Woods

“The union has been talking to BMD-Georgiou for months and workers have been raising public awareness of the safety risks associated with using imported products on a major bridge upgrade.

“The public deserves an explanation from TMR about why BMD-Georgiou is using an imported product on a taxpayer-funded project.”

The TMR spokesman said the union activity began in late February.

“TMR confirms the steel used for all permanent structures, including the new northbound bridge, will be sourced through TMR registered suppliers and comply with TMR’s strict technical and quality requirements — which includes that it must be Australian steel,” he said.

“The steel provided for temporary structures, only, will be provided by the project’s construction contractor and some of this has been sourced from elsewhere.



TMR says all steel used in permanent structural elements of the bridge will be sourced from Australia and meet strict safety standards.

“These temporary structures are owned by the contractor and will be removed from site once works are complete.

“TMR continues to work with the project’s construction contractor to ensure all materials meet the department’s strict quality requirements.”

The incident on Wednesday morning came after a group of masked men, who denied being CFMEU members, blockaded a unit construction site in West End last year in protest at the use of non-union crane operators by developer Pradella.

The blockade caused extensive delays and police had to be permanently stationed at the site for several months.

Then Public Works Minister Mick de Brenni claimed at the time that the site was under siege from the Greens. The party denied that.

North bound Bridge Inspection by Roadtek.

To: Leigh Hahn [REDACTED] >; Quinn Murray
 <[REDACTED]@u>
Cc: Gavin Kenny [REDACTED] >
Date: Sun, 17 Mar 2024 23:58:00 +1000

Good morning, all.

I was on site at 5.00pm.

CFMEU Boys where in the Gym carpark 8 in total.

6.30pm Prestart with KPI & Roadtek.

7.00pm Traffic controllers left site compound to sett up North bound slow line closure on Centenary Highway for Bridge inspection by Roadtek.

8.00pm line closure was in place and Bridge inspection unit was in closure at span 1and started inspection at 8.15pm.

At 9.20pm it started to rain lightly on site, all the Traffic controllers wore in their Vehicles and of the rain.

10.pm Nick Bradley from Roadtek head a chat with me on the bridge due to increasing rain on site Nick could the shift of and Roadtek boys left site.

10.10pm I have called Troy from KPI and asked him to start packing up the line closure on Centenary Highway.

11.30pm line closure North bound on Centenary Highway was packed up and Safe for Traffic.

KPI boys left site 11.50 pm. See you all tomorrow afternoon.

Kind Regards:



Sead Jukic

General Foreman

Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

CN-13712 Centenary Bridge Upgrade - Video Wed 13/3

From: Leigh Hahn [REDACTED]
To: Sead Jukic <[REDACTED]>
Date: Mon, 18 Mar 2024 07:53:29 +1000

Sead, the video you took from last Wednesday morning.
Is that on SharePoint or somewhere?

I'd like to download some images of Police taking the CFMEU sympathisers; and, the CFMEU sympathisers standing in front of the truck.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CN-13712 Centenary Bridge Upgrade - Gym complained to Jess Pugh

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>
Cc: [REDACTED] David OEI <[REDACTED]>; Peter KONECNY <[REDACTED]>; Karen Crook <[REDACTED]>
Date: Mon, 18 Mar 2024 10:18:40 +1000

Chris,

Karen & I had a meeting with Doug (the gym owner next door) this morning and its fair to say that he is despairing with the actions of the CFMEU sympathisers. He told us that he is up to 19 complaints from his patrons. He also said that he has had direct contact with the CFMEU.

Doug has reached out to the Member for Mount Ommaney too: I think that it'd be worthwhile the Project Team (Fran & myself) having a direct discussion with her, as the CFMEU presence is likely to continue.

Let me know your thoughts.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

From: Leigh Hahn <[REDACTED]>
Sent: Friday, March 8, 2024
To: [REDACTED]
Cc: [REDACTED] >; Peter.Konecny <[REDACTED]>
Subject: Centenary Bridge Upgrade - Gym complained to Jess Pugh

Chris, this one has the potential to blow up.

Doug, the gym owner next door, has approached the CFMEU sympathisers a few times regarding their use of the Gym car park. I leave it to your imagination as to the directness of the language which was used in the response.

The complaint has now been furthered by the Member for Mount Ommaney to the Minister for Transport, after which I expect that it'll come back to us in some form or another.

For completeness, most of this week there's been 3 - 5 personnel near our Gate 1 from around 8am to 1pm, when they generally move on.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Karen Crook [REDACTED] >
Sent: Friday, Ma [REDACTED]

[REDACTED] >; Quinn Murray

gh

FYI

Just letting you both know that Doug Curtis, owner of Jindalee Fitness 24/7 (next door), called to say that he'd rung Jess Pugh's office earlier about the CFMEU still parking in his car park and their behaviour.

Jess Pugh apparently visited his gym within 30min of the call (though Doug had left) and spoke to the staff about it.

She's going to let the Minister, etc know what they have been doing and apparently said she would contact us, though Doug knows there's nothing we can do about them.

I just wanted to let you know he'd called and raised it with the elected rep. I've told Ian.

Karen Crook
Senior Community Relations Officer
Georgiou BMD Joint Venture (GBJV)

Georgiou



[REDACTED]
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

CB-class 2&3 Inspection.

To: Leigh Hahn <[REDACTED]>
Cc: Quinn Murray <[REDACTED]>; Irene Peralta
 <[REDACTED]>; Gavin Kenny <[REDACTED]>
Date: Tue, 19 Mar 2024 03:00:40 +1000

Good morning, all.

6.30pm Prestart with KPI Groupe.

6.50pm KPI left site compound to setup North Bound Slow line closure for Bridge inspection by Road Tek /TMR.

Line closure was in Place by 8pm.

2.20am KPI Group started to remove line closure on Centenary Highway north bound.

7.45pm Road Tek Crew on site for Prestart. I also did short term induction with Nathan Pohatu Road Tek Inspector .

8.15pm Bridge inspection unit was on span 2 and started the inspection.

2.15am Road Tek boys left site. Inspection on span 2, 3 & 4 tonight and this morning.

Leigh, at 9.55pm 2 - CFMEU Organizers come into the site compound I pooled them up to see way are they hire. Ancker was we are here to speak with the workers. I have informed 2 organizers we only have Traffic controllers on Centenary Highway.

They went out of site and walked along footpath to see and speak with traffic controllers. Leigh you should be able to see this on security camera.2 CFMEU organizers left site at 10.25pm.

Kind Regards:



Sead Jukic
 General Foreman
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

CN-13712 Centenary Bridge Upgrade - CFMEU Unauthorised entry, March 18

From: Leigh Hahn <[REDACTED]>
To: Chris DEMARTINI <[REDACTED]>; Peter KONECNY <[REDACTED]>
Cc: [REDACTED] Berry Freshney <[REDACTED]>; Ben Weston <[REDACTED]>; Gary Grant <[REDACTED]>; Gavin Kenny <[REDACTED]>; Mathew Quy-Verlander <[REDACTED]>; Rex Clarke <[REDACTED]>; Quinn Murray <[REDACTED]>; Sean Donald <[REDACTED]>
Date: Tue, 19 Mar 2024 07:11:31 +1000

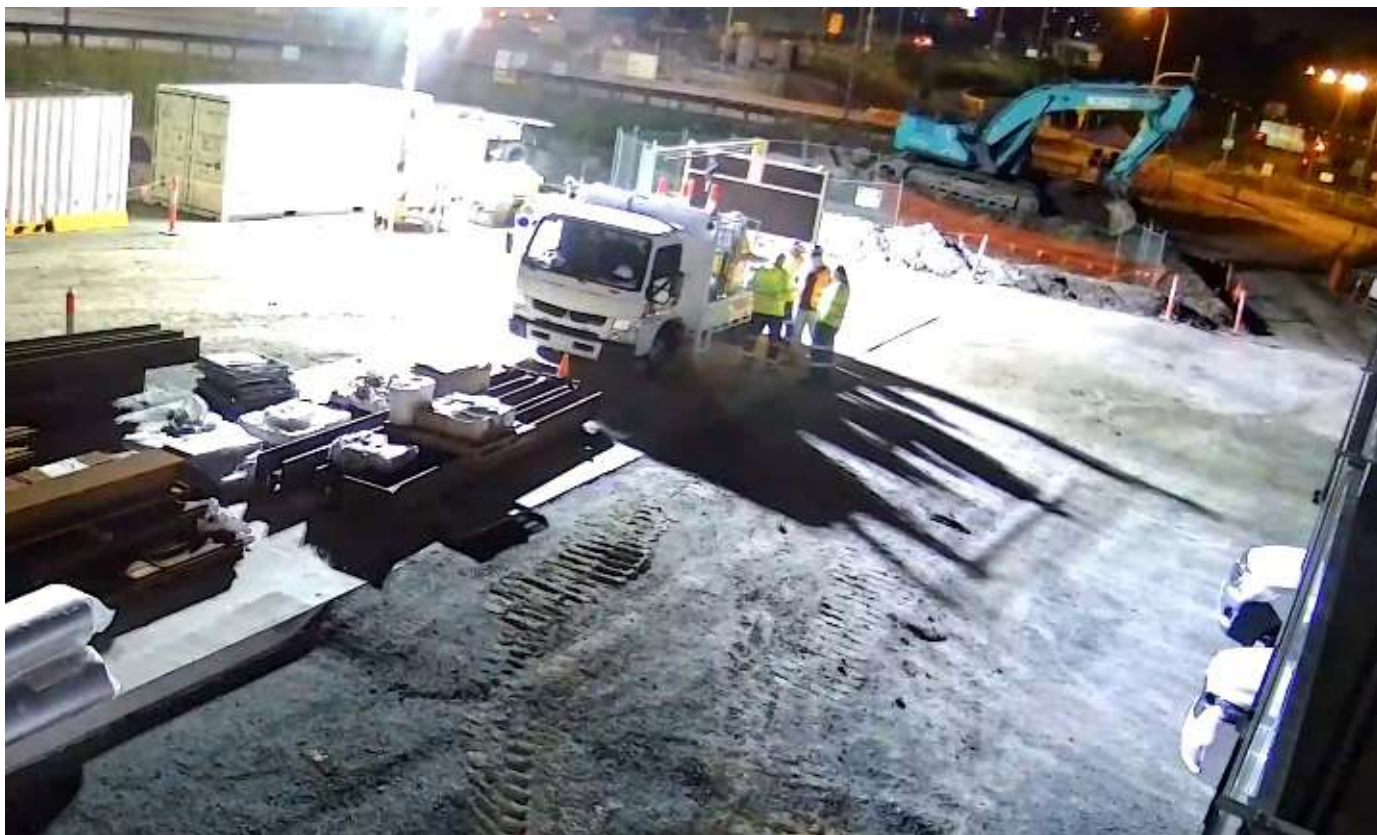
Hi Chris & Peter,

During last night's bridge inspection works, Sead reported that two CFMEU Organisers entered the Compound and then walked along the ATP to 'talk with Traffic Controllers'

- No reports of any safety inspection nor concerns.
- No reports of any requests for documentation.
- I understand that no disruption to works occurred.
- Consultation with the Traffic Controllers from KPI took place (image below).

This is the 2nd instance of an unauthorised entry in the past week following the transgression at Abutment B on March 12.

Security camera image from 10:32pm, 18-Mar-24.



Thanks,

Leigh Hahn



Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



Union Interactions

From: Ben Weston <[REDACTED]>
To: Leo Zuna <[REDACTED]>
Cc: Gary Grant <[REDACTED]>; Leigh Hahn
 [REDACTED]; Quinn Murray
 [REDACTED]; Roger Oliver <[REDACTED]>
Date: Tue, 19 Mar 2024 11:56:56 +1000
Attachments: 815-J019_HSE_Registers_Unions and WHS Unofficial Entry (1).xlsx (27.01 kB)

Gents,

As a overview of Union interactions on the project, I have attached our site register which outlines all unofficial entries to site from project beginning. These are in addition to the Notice of Entry's which have been issued and are saved in Beakon.

Breakdown of stats as follows;

- 20 unofficial visits from CMFEU
- 6 unofficial visits from AWU
- 21 Notice of Entry issued by CMFEU

These statistics are taken from the 29th of May 2023 to current date.

Regards,



Ben Weston
 Safety Manager
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

Record Number	Type	Date/Time	Union/WHS	Organiser / WHS	Section of the Act	Activity	Whom Visited	Details of Contravention	Comments
1	Worker reported safety concern (allegedly).	29-May-23	CMFEU	Dean Rielly	Section 81.3	Union organiser did not disclose details about the worker or the alleged safety concern.	Ben Weston	Nil	Mr Rielly seemed to be focused on EBA agreements more than anything else during the visit.
2	Office based discussion	01-Jun-23	WHS QLD	Christopher Odonnell / Angela Hall	Non-Applicable	Discussion about Silica COP	Ben Weston	Nil	WHS inspectors spoke about conducting an audit based on requirements for Silica, as per the Silica COP 2022.
3	Informal conversation	28-Jun-23	CMFEU	Dean Rielly	Non-Applicable	Discussion about the contract which Altus Traffic are working under	Leigh Hahn / Gavin Kenny	Nil	No requests for documentation were made. No safety inspection conducted. No concerns raised.
4	Informal conversation	10-Jul-23	AWU	Pat O'Doherty	Non-Applicable	A conversation took place in the unoccupied Lunchroom between the PM and Pat O'Doherty of the AWU.	Leigh Hahn	Nil	No requests for documentation, no site inspection, no concerns raised. Documentation for membership was left in the lunch room for personnel to view.
5	Informal conversation	24/07/2023	CMFEU	Dean Rielly	Non-Applicable	As per previous visits, the CFMEU representative was most interested in the Traffic Controllers from Altus.	Gavin Kenny Leigh Hahn / Quinn Murray / Ben Weston	Nil	There were conversations with the Altus crew, which GBJV were not privy too. No Specific comments made, No safety inspection other than querying the break provisions for Traffic controllers and no requests for documentation.
6	Informal conversation	21/08/2023	AWU	Pat O'Doherty / Jamie MacQueen	Non-Applicable	A conversation took place largely in the visitor car park between the Pat O'Doherty, Jamie MacQueen, site superintendent/project director and safety representatives.	Gavin Kenny / Leigh Hahn / Kerenza Mcleish / Ben Weston	Nil	No requests for documentation, no site inspection, no concerns raised. Documentation for membership was left in the lunch room for personnel to view.
7	Informal conversation	21/08/2023	CMFEU	Dean Rielly	Non-Applicable	Discussion about the contract which Altus Traffic are working under	Gavin Kenny / Leigh Hahn	Nil	Mr Rielly seemed to be focused on EBA agreements more than anything else during the visit. No specific comments made about the project other than a statement about actions are planned at projects where Altus are working. There were no requests for project related documentation.
8	Informal conversation	29/08/2023	CMFEU	Dean Rielly	Non-Applicable	Discussion about the contract which Altus Traffic are working under	Gavin Kenny / Leigh Hahn	Nil	Mr Rielly seemed to be focused on EBA agreements more than anything else during the visit. No specific comments made about the project other than a statement about actions are planned at projects where Altus are working. There were no requests for project related documentation.
9	Informal visit / conversation	1/09/2023	AWU	Pat O'Doherty	Non-Applicable	Informal visit conducted by Mr O'Doherty. No Right of entry permit was supplied	Gavin Kenny	Nil	No request for documentation was made. No safety inspection took place. No safety concerns were made. Altus and their latest EA negotiation was discussed.
10	Informal conversation	13/10/2023	AWU	Pat O'Doherty	Non-Applicable	Informal visit, which was a f/u on consultations that they had with personnel from October 11	Leigh Hahn	Nil	There have been discussions regarding the possibility of a union delegate. Also, there were compliments as they were very impressed with site and office block set up
11	Informal visit / conversation	16/10/2023	CFMEU	Dean Rielly	Non-Applicable	Informal visit, which was a f/u on consultations that they had with personnel from October 10	Gavin Kenny	Nil	The CFMEU Organiser did not enter Site but traversed the Active Transport Path, apparently for conversations with Traffic Controllers.

12	Informal visit / conversation	20/10/2023	CFMEU	Dean Rielly	Non-Applicable	GBJV had an informal visit from the CFMEU at around 8am this morning	Leigh Hahn	Nil	The CFMEU Organiser did not enter Site but traversed the Active Transport Path to supply the Traffic Controllers with union identified merchandise. If I may, whilst it is apparent that CBU is receiving visits from either the AWU or the CFMEU on most days over the past month, this is not unexpected. From my perspective, relations with both employee representative bodies remain amicable and I am therefore not concerned.
13	Informal visit / conversation	1/11/2023	AWU	Pat O'Doherty	Non-Applicable	GBJV had a visit from the AWU at around 9:30am this morning, after they submitted Right of Entry documentation under Section 484 of the <i>Fair Work Act 2009</i> , on October 30.	Gavin Kenny	Nil	GBJV's Superintendent met with two representatives including the named person on the Right of Entry notice. •Consultations with workers took place in and around the Site Compound, on crew sizes and numbers. •No requests for documentation were made. •No safety inspection took place. •No specific concerns raised.
14	Informal visit / conversation	8/11/2023	CFMEU	Dean Rielly	Non-Applicable	GBJV had a visit from the CFMEU at around 8am this morning. The CFMEU Organiser did not enter Site but traversed the Active Transport Path to discuss TGS concerns raised by a Traffic Controller.	Leigh Hahn	Nil	The concerns related to the implementation of TGS as is in, why some are no longer being implemented, the answer being that we're no longer performing that work. Bulk haulage out of Vidgen Lane being the best example.
15	Informal visit / conversation	28/11/2023	CFMEU	Dean Rielly	Non-Applicable	GBJV had a visit from the CFMEU prior to Pre-Start his afternoon. After Pre-Start, the CFMEU Organiser, Dean Riley conversed with our Superintendent as well as myself. He also briefly consulted with the Traffic Control team members that we have on-site today.	Gavin Kenny / Leigh Hahn	Nil	No requests for documentation were made. No safety nor site inspection took place. No specific concerns were raised.
16	Informal visit / conversation	29/11/2023	AWU	Pat O'Doherty	Non-Applicable	GBJV had a visit from the AWU this morning	Leigh Hahn	Nil	•No requests for documentation were made. •No safety inspection took place. •No special reason, just to check in, obviously hampered by the wet conditions and have general discussions with workers. •No specific concerns raised with our Project, but they are apparently notifying WHSQ/BCC regarding the Kooringal Drive project not managing the water issues and other safety requirements. For reference I have made a courtesy call to the neighbouring contractor.

17	Informal visit / conversation	30/11/2023	CFMEU	Dean Rielly	Non-Applicable	The CFMEU Organiser for KPI was in Amazons Park today around midday.	Gavin Kenny	Nil	We understand that he was conducting welfare checks on the Traffic Controllers given today's heat. •No consultation with other GBJV personnel &/or CBU subcontractors. •No specific concerns were raised by KPI personnel prior nor subsequent to this interaction
18	Informal visit / conversation	6/12/2023	CFMEU	Dean Rielly	Non-Applicable	A CFMEU Organiser, Dean Riley was on-site prior to Pre-Start this morning to attend to a recently appointed delegate within our traffic control providers, KPI.	Gavin Kenny	Nil	•No consultation with other GBJV personnel &/or CBU subcontractors. •No specific concerns were raised by KPI personnel prior to, nor subsequent to, this interaction.
19	Informal visit / conversation	12/12/2023	CFMEU	Dean Rielly	Non-Applicable	A CFMEU Organiser, Dean Riley was on-site prior to Pre-Start this morning to attend to a recently appointed delegate within our traffic control providers, KPI.	Gavin Kenny	Nil	•No consultation with other GBJV personnel &/or CBU subcontractors. •No specific concerns were raised by KPI personnel prior to, nor subsequent to, this interaction.
20	Informal visit / conversation	9/01/2024	CFMEU	Dean Rielly	Non-Applicable	KPI's CFMEU Delegate held off-site discussions (mainly in Amazons Park) with their personnel and GBJV's Superintendent.	Gavin Kenny	Nil	•No consultation with other GBJV personnel &/or CBU subcontractors. •No specific safety concerns were raised about CBU works, personnel or subcontractors. •The attendance was primarily a social one to re-engage for the New Year and check-in on any PPE or other requirements / concerns that the KPI personnel may have.
21	Informal visit / conversation	10/01/2024	CFMEU	Dean Rielly	Non-Applicable	The project had visit from a CFMEU Organiser as well as KPI's CFMEU Delegate this morning. Both spent most of their time with GBJV's Superintendent	Gavin Kenny	Nil	•General discussions with some GBJV personnel & CBU subcontractors. •Specific safety concerns were raised about CBU works: oadequacy of handrail installation at the receival pit for Drainage Line 11; ocongestion of car parking within the future precast yard; and, ohard barrier protection for hinge points at Abutment B and Pier 6
22	Informal visit / conversation	11/01/2024	CFMEU	Dean Rielly	Non-Applicable	This morning, KPI's CFMEU Delegate held off-site discussions (mainly on the ATP near the Sinnamon Road intersection) with their personnel.	NA	Nil	•No consultation with other GBJV personnel &/or CBU subcontractors. •A safety concern^ was later relayed to us, regarding CBU personnel traversing the Sinnamon Road intersection on foot to/from Gate 3. We actioned this this afternoon with some additional signage and will discuss at Pre-Start tomorrow.
23	Informal visit / conversation	8/02/2024	AWU	Pat O'Doherty	Non-Applicable	GBJV had our first visit since November 2023 from the AWU this morning	Gavin Kenny	Nil	•No RoE submitted nor any attendance on-site, a catch-up and coffee off-site with GBJV's Superintendent. •No special reason, just to check in.

24	Informal visit / conversation	12/03/2024	CFMEU	Dean Rielly	Non-Applicable	CFMEU un-permitted entry to Abutment B	Leigh Hahn, Ben Weston	Nil	1 x Organiser, through Gate 4 & addressed Steelfixing/Formork crew. 4-5 x minor safe issues identified & are being corrected. Work resuming. Organiser now offsite
25	Informal visit / conversation	15/03/2024	CFMEU	Gibbo (Full name not provided)	Non-Applicable	Union organiser stayed on the ATP and was given a run down of the project.	Ben Weston / Gavin Kenny	Nil	A Notice of Entry was not supplied. Union organiser stayed on ATP and did not speak to workers other than the Union delegate (Elliot). No documentaion was provided or requested. The visit lasted 3hrs.
26	Unauthorised entry to site	18/03/2024_Night shift 22:32hrs	CFMEU	2 Union Organisers, names not provided to night shift supervisor	Non-Applicable	CFMEU Organisers entered the Compound and then walked along the ATP to 'talk with Traffic Controllers'	NA	Nil	No reports of any safety inspection or concerns. No requests for safety documentation. Consultation with KPI traffic controllers only.
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CB - Class 2 & 3 Inspection North Bound Slow Lain & Signage rectification South Bound on Centenary Highway.

To: Leigh Hahn <[REDACTED]>
Cc: Quinn Murray [REDACTED]; Gavin Kenny
 <[REDACTED]>; Irene Peralta [REDACTED]>;
 Dean Searle [REDACTED]>; Greg Calder [REDACTED]>
Date: Wed, 20 Mar 2024 03:44:26 +1000

KPI - Group on site at 6pm.

6.30pm - Prestart in the Compound and reviewed TGS for Tonight with Traffic Controllers.
 7.00pm - KPI left site compound to sett up North Bound slow line closure for Bridge Inspection by Road Tak.
 8.20pm - North Bound Line Closure in Place and Trot called me to Confirm.
 2.00am - KPI Group started to pick up line closure on Centenary Highway slow line.
 3.20am - KPI Traffic Controllers back in Site Compound for signoff

8.00pm - Road Tek 3 men on site for the Prestart.
 8.30pm - Road Tek boys left Compound and want on to span 4 CB and started with Inspection.
 1.50am - Road-Tak Boys packed up and left CB at 2.00am. Off Site.

9.00pm - Sign-up crew on site with 2 x trucks to fix up road speed sign on South Bound.
 9.20pm - KPI Mobil unit and Sign-up head the prestart and left compound to start the rectification of speed signage on Centenary Highway south bound.
 10.20pm - Sign-up completed Rectification and left site.

Leigh - most of CFMEU men left from gate 1 by 10pm and some also left from the Gym carpark approximately 8 men stayed in Gym Carpark.

Kind Regards:



Sead Jukic

General Foreman

Georgiou BMD Joint Venture (GBJV)



213 Sinnamon Road, Jindalee QLD 4074

PO Box 197 Wynnum Qld 4178



CN-13712 Centenary Bridge Upgrade - Inbound fabricated steel

Where: Microsoft Teams Meeting; 141-4253 GBJV Meeting Room
When: Wed. Mar. 20 16:00:00 2024 +10:00
Until: Wed. Mar. 20 16:25:00 2024 +10:00
Organisers Leigh Hahn <[REDACTED]>
Required Attendees: Leigh Hahn <[REDACTED]>
 Berry Freshney <[REDACTED]>
 Gary Grant <[REDACTED]>
 Gavin Kenny <[REDACTED]>
 Mathew Quay-Verlander <[REDACTED]>
 Rex Clarke <[REDACTED]>
 Quinn Murray <[REDACTED]>
 Sean Donald <[REDACTED]>
 berry.freshney <[REDACTED]>

Run through our array of options to agree on the least bad method.

My recommendation:

- Re-open discussion with CFMEU regarding QA documents for Overhead Gantry Steel this week.
- Deliver Precast Mould containers next week.
- Commence Overhead Gantry Steel deliveries the week after Easter.
- Prepare for a spray of s117 Notices as Overhead Gantry Steel is installed.
- Commence Blade Wall from deliveries in late-April.

Basis:

- All reports are that the Police don't / won't help. Even if we get it in the Gate, we haven't got it the unload point.
- Avoids Motorway widening works. We can't build an access until the ATP is switched so that means that route isn't available to us for two months. And, even then, it can be blocked.

Risks:

- CFMEU demand things that they haven't previously - frankly, big deal! They'll soon know that they can do that anyway.

Opportunity:

- We may be able to mitigate the mounting delay costs and soon to be Critical Path impacts.
- They may continue to focus on overseas fabricated steel only and leave the rest of our works alone.
- Public complaints recede.
- BWS are under surveillance too so they may soon tell us that they don't want anything to do with us.

Whatever we agree we take to TMR / CA the next morning.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 414 189 834 349

Passcode: LyJhW9

Dial-in by phone

[+61 7 3062 8833,,362681906#](#) Australia, Brisbane

[Find a local number](#)

Phone conference ID: 362 681 906#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



RE: CN-13712 Centenary Bridge Upgrade - CLT

From: Mathew Quay-Verlander <[REDACTED]>
To: Leigh Hahn <[REDACTED]>; Berry Freshney
 [REDACTED]; Gary Grant <[REDACTED]>; Sean Donald
 <[REDACTED]>
Cc: Rex Clarke <[REDACTED]>; Quinn Murray
 [REDACTED]
Date: Wed, 20 Mar 2024 12:32:03 +1000

Leigh,

I'm free at 12pm tomorrow(on Teams) or Friday afternoon(can be at site)...



Mathew Quay-Verlander
 Operations Manager, QLD & NT
 BMD Constructions

[REDACTED] | www.bmd.com.au
 1 Sandpiper Ave Port of Brisbane Qld 4178
 PO Box 197 Wynnum Qld 4178



The BMD Group acknowledges the Traditional Owners of the lands in which we operate and pay respect to Elders past, present and emerging.

Learn more about our [Reconciliation Action Plan](#).

Please consider the environment before printing this e-mail.

From: Leigh Hahn <[REDACTED]>
Sent: Wednesday, M
To: Berry Freshn
 Quay-Verlander <[REDACTED]>; Gary Grant <[REDACTED]> thew
 <[REDACTED]>; Sean Donald <[REDACTED]>
Cc: Quinn Murray
 <[REDACTED]>
Subject: [REDACTED] Upgrade - CLT
Importance: High
Sensitivity: Confidential

Gents:

I spoke with Fran, Chris & Damitha this morning about an impromptu single-issue CLT.

I don't want one individual or entity not being on-board with what is likely to be 10-weeks of tumult.

Jack is available tomorrow or Friday.

Options:

- Ø Confrontation - Yards as well as Site are under surveillance by CFMEU; Police attendance and assistance uncertain; Delivery to point of installation not likely.
- Ø Legal - expensive, uncertain, and timely
- Ø Negotiation - unforeseen outcomes

Status:

- Overhead Gantry Support Structural Steel
 - o 2 containers overdue
 - o 6 trucks x beams due for arrival over the next few weeks.
 - o Balance of materials couple of loads per fortnight until mid-May
- Girder Moulds
 - o 5 open-top and 2 containers
 - o Available for delivery from March 27.
- Blade Walls
 - o Beams & bars, w/c April 22; Forms, w/c May 20

Unless we achieve the regular and orderly delivery of all this fabricated steelwork we will be incurring losses >\$250 thousand per week.

**Leigh Hahn**

Project Director

Georgiou BMD Joint Venture (GBJV)



213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

RE: CN-13712 Centenary Bridge Upgrade - Gym complained to Jess Pugh

From: Karen Crook <[REDACTED]>
To: Leigh Hahn [REDACTED]
Date: Wed, 20 Mar 2024 07:57:12 +1000

Will do.



Karen Crook
Senior Community Relations Officer
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED] >
Sent: Wednesday, [REDACTED]
To: Karen Crook <[REDACTED]>
Subject: CN-13712 [REDACTED] complained to Jess Pugh

Karen, can you set up session at the Member for Mount Ommaney's office for **Friday 22nd, any time before 2pm** please?
Notwithstanding the Gym's legitimate complaints, I am sure there's a stack of queries from other constituents.

If we've got the time and date confirmed, we'll then extend to TMR / CA whomever.

Thanks,

Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)



213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn
Sent: Monday, March 1, 2010
To: [REDACTED]

[REDACTED] Karen Crook
[REDACTED] Centenary Bridge Upgrade Project

cny

Chris,

Karen & I had a meeting with Doug (the gym owner next door) this morning and its fair to say that he is despairing with the actions of the CFMEU sympathisers. He told us that he is up to 19 complaints from his patrons. He also said that he has had direct contact with the CFMEU.

Doug has reached out to the Member for Mount Ommaney too: I think that it'd be worthwhile the Project Team (Fran & myself) having a direct discussion with her, as the CFMEU presence is likely to continue.

Let me know your thoughts.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn <[REDACTED]>
Sent: Friday, March 8
To: [REDACTED]; Peter.Konecny
 [REDACTED]
 ry Bridge Upgrade - Gym complained to Jess Pugh

Chris, this one has the potential to blow up.

Doug, the gym owner next door, has approached the CFMEU sympathisers a few times regarding their use of the Gym car park. I leave it to your imagination as to the directness of the language which was used in the response.

The complaint has now been furthered by the Member for Mount Ommaney to the Minister for Transport, after which I expect that it'll come back to us in some form or another.

For completeness, most of this week there's been 3 - 5 personnel near our Gate 1 from around 8am to 1pm, when they generally move on.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 [REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Karen Crook <[REDACTED]>
Sent: Friday, Ma
To: [REDACTED]; Quinn Murray
 <[REDACTED]>
Su

FYI

Just letting you both know that Doug Curtis, owner of Jindalee Fitness 24/7 (next door), called to say that he'd rung Jess Pugh's office earlier about the CFMEU still parking in his car park and their behaviour.

Jess Pugh apparently visited his gym within 30min of the call (though Doug had left) and spoke to the staff about it.

She's going to let the Minister, etc know what they have been doing and apparently said she would contact us, though Doug knows there's nothing we can do about them.

I just wanted to let you know he'd called and raised it with the elected rep. I've told Ian.



Karen Crook

Senior Community Relations Officer
Georgiou BMD Joint Venture (GBJV)



1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178

A horizontal banner with a green background and a blue border. The text "Centenary Bridge Upgrade Project" is written in a white, bold, sans-serif font. The background of the banner shows a blurred image of a bridge structure.

Centenary Bridge Upgrade Project

RE: REQUEST TO MEET JESS PUGH: FW: CN-13712 Centenary Bridge Upgrade - Gym complained to Jess Pugh

From: Ian K Gahoy <[REDACTED]>
To: Karen Crook [REDACTED]
Cc: [REDACTED] Damitha A Peiris [REDACTED]; Francisca P Knight <[REDACTED]>
Date: Wed, 20 Mar 2024 15:51:11 +1000

Hi Karen

As discussed, we have just received a direction today against meeting with elected reps. Elected rep meetings are a very sensitive topic at the moment and we are seeking further advice on how to best approach the issue.

Thanks

Ian Gahoy

Senior Communications Advisor | Metropolitan Region
 Program Delivery & Operations Branch | Infrastructure Management & Delivery Division
 Department of Transport and Main Roads

[REDACTED]
 Floor 20 | 313 Adelaide Street | Brisbane Qld 4000

P 4

[W](#)

From: Karen Crook <[REDACTED]>
Sent: Wednesday,
To: Ian K Gahoy <[REDACTED]>
Subject: REQUEST Jess Pugh CN-13712 Centenary Bridge Upgrade - Gym complained to
Importance: High

Ian

Leigh would like to set up a meeting with Jess Pugh this Friday, if possible (see yellow highlight below in his message) to discuss the CFMEU situation.

Can you please contact her office and see if they can accommodate?

Thanks

K

Karen Crook
 Senior Community Relations Officer
 Georgiou BMD Joint Venture (GBJV)



1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn <[REDACTED]>
Sent: Wednesday,
To: Karen Crook <[REDACTED]>
Subject: CN-1371 complained to Jess Pugh

Karen, can you set up session at the Member for Mount Ommaney's office for **Friday 22nd, any time before 2pm** please?

Notwithstanding the Gym's legitimate complaints, I am sure there's a stack of queries from other constituents.

If we've got the time and date confirmed, we'll then extend to TMR / CA whomever.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn

Sent: Monday, March

To:

Cc:

[REDACTED] Karen Crook
[REDACTED] Centenary Bridge Upgrade

cny

>

Chris,

Karen & I had a meeting with Doug (the gym owner next door) this morning and its fair to say that he is despairing with the actions of the CFMEU sympathisers. He told us that he is up to 19 complaints from his patrons. He also said that he has had direct contact with the CFMEU.

Doug has reached out to the Member for Mount Ommaney too: I think that it'd be worthwhile the Project Team (Fran & myself) having a direct discussion with her, as the CFMEU presence is likely to continue.

Let me know your thoughts.



Leigh Hahn

Project Director

Georgiou BMD Joint Venture (GBJV)

[REDACTED]
[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn <[REDACTED]>

Sent: Friday, March

To:

Cc:

[REDACTED] >; Peter.Konecny

<

Subject: Centenary Bridge Upgrade - Gym complained to Jess Pugh

Chris, this one has the potential to blow up.

Doug, the gym owner next door, has approached the CFMEU sympathisers a few times regarding their use of the Gym car park. I leave it to your imagination as to the directness of the language which was used in the response.

The complaint has now been furthered by the Member for Mount Ommaney to the Minister for Transport, after which I expect that it'll come back to us in some form or another.

For completeness, most of this week there's been 3 - 5 personnel near our Gate 1 from around 8am to

1pm, when they generally move on.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Karen Crook [REDACTED] >
Sent: Friday, Ma [REDACTED]
To: [REDACTED] >; Quinn Murray
S: [REDACTED] gh

FYI

Just letting you both know that Doug Curtis, owner of Jindalee Fitness 24/7 (next door), called to say that he'd rung Jess Pugh's office earlier about the CFMEU still parking in his car park and their behaviour.

Jess Pugh apparently visited his gym within 30min of the call (though Doug had left) and spoke to the staff about it.

She's going to let the Minister, etc know what they have been doing and apparently said she would contact us, though Doug knows there's nothing we can do about them.

I just wanted to let you know he'd called and raised it with the elected rep. I've told Ian.



Karen Crook
Senior Community Relations Officer
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178

The banner features the text "Centenary Bridge Upgrade Project" in a white, serif font, centered within a green rectangular area. This green area is set against a background of blue and white circular patterns, resembling water ripples or a bridge's structure.

Centenary Bridge Upgrade Project

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FW: CFMEU protestors impeding the bikeway

From: Karen Crook [REDACTED] >
To: Leigh Hahn [REDACTED] >; Quinn Murray
Cc: Ian K Gahoy <[REDACTED]>
Date: Wed, 20 Mar 2024 15:49:48 +1000

Leigh

Chris Cox from Brisbane West BUG has e-mailed about the CFMEU blocking the pedestrian pathway. What's the process for addressing them about this?

IAN: Just so you're aware that Chris Cox has written in.

K

From: Chris Cox - Brisbane West BUG [REDACTED] >
Sent: Wednesday, March 20, 2024 3:15 PM
To: 815-J019 Community - Mailbox [REDACTED] >
Subject: CFMEU protestors impeding the bikeway

Hi Karen,

I appreciate that this may be a sensitive issue to address given the apparent grievances of the CFMEU with the JV group constructing the bridge - however, the positioning of the CFMEU protestors is increasingly posing a hazard to users of the active travel path.

Last night they were gathered across the entrance to the pathway from Sinnamon Road, and only when I called out did they make way to allow me off the road onto the path:



And today I noticed their tent and chairs was significantly out into the pathway itself, reducing the usable width right at the critical point where you're negotiating the crossing:



I respect their right to protest, but not at the expense of the safety of path users. We really need them to keep the pathway clear of clutter, and when they are gathering, do not block the path.

As I said, it may be a sensitive issue, but hopefully can be addressed by the union delegates on the project.

Regards,
Chris

Chris Cox
Co-convenor

Br [REDACTED] **up**

RE: CFMEU protestors impeding the bikeway

From: Leigh Hahn <[REDACTED]>
To: Karen Crook <[REDACTED]>
Cc: Quinn Murray <[REDACTED]>
Date: Thu, 21 Mar 2024 06:01:19 +1000

Karen, best to refer Chris & BUGS to [REDACTED]

It's likely the same email address as Doug from the Gym used.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Karen Crook <[REDACTED]>
Sent: Wednesday
To: [REDACTED]; Quinn Murray
Cc: [REDACTED]
Subject: FW: CFM [REDACTED] bikeway

Leigh

Chris Cox from Brisbane West BUG has e-mailed about the CFMEU blocking the pedestrian pathway. What's the process for addressing them about this?

IAN: Just so you're aware that Chris Cox has written in.

K

From: Chris Cox - Brisbane West BUG <[REDACTED]>
Sent: Wednesday, March 20, 2024 3:11 PM
To: 815-J019 Community - Mailbox <[REDACTED]>
Subject: CFMEU protestors impeding

Hi Karen,

I appreciate that this may be a sensitive issue to address given the apparent grievances of the CFMEU with the JV group constructing the bridge - however, the positioning of the CFMEU protestors is increasingly posing a hazard to users of the active travel path.

Last night they were gathered across the entrance to the pathway from Sinnamon Road, and only when I called out did they make way to allow me off the road onto the path:



And today I noticed their tent and chairs was significantly out into the pathway itself, reducing the usable width right at the critical point where you're negotiating the crossing:



I respect their right to protest, but not at the expense of the safety of path users. We really need them to keep the pathway clear of clutter, and when they are gathering, do not block the path.

As I said, it may be a sensitive issue, but hopefully can be addressed by the union delegates on the project.

Regards,
Chris

Chris Cox
Co-convenor
Brisbane West Bicycle User Group



CN-13712 Centenary Bridge Upgrade - Impromptu CLT for Inbound fabricated steel

Where: Microsoft Teams Meeting; 141-4253 GBJV Induction Room
When: Thu. Mar. 21 07:30:00 2024 +10:00
Until: Thu. Mar. 21 08:20:00 2024 +10:00
Organisers Leigh Hahn <[redacted]>
Required Attendees: Leigh Hahn <[redacted]>
Francisca P Knight <[redacted]>
Damitha A Peiris <[redacted]>
Chris DEMARTINI <[redacted]>
Peter KONECNY <[redacted]>
Berry Freshney <[redacted]>
Gary Grant <[redacted]>
Gavin Kenny <[redacted]>
Mathew Quy-Verlander <[redacted]>
Rex Clarke <[redacted]>
Quinn Murray <[redacted]>
Sean Donald <[redacted]>
Chris.Demartini <[redacted]>
Peter.Konecny <[redacted]>
berry.freshney <[redacted]>

CFMEU blockade remains in place and by all reports and investigations will do so for some time.
Discussion on best option to permit the project to continue.

Microsoft Teams [Need help?](#)
[Join the meeting now](#)

Meeting ID: 466 525 681 386
Passcode: UXoATd

Dial-in by phone
[+61 7 3062 8833,,352488656#](#) Australia, Brisbane
[Find a local number](#)
Phone conference ID: 352 488 656#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)



RE: Class 2 & 3 Bridge Inspection North Bound Centenary Highway Jindalee.

From: Irene Peralta <[REDACTED]>
To: Jack Markwell <[REDACTED]>; Nicole Macfarlane <[REDACTED]>
Cc: Josh Nelson <[REDACTED]>; Andrea Perna <[REDACTED]>; Hinton Tayloe <[REDACTED]>; Denna Peter <[REDACTED]>
Date: Thu, 21 Mar 2024 09:00:39 +1000

FYI team



Irene Peralta
 Site Engineer
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Sead Jukic <[REDACTED]>
Sent: Thursday, March 21, 2024
To: Leigh Hahn <[REDACTED]>
Cc: [REDACTED]; Dean Searle <[REDACTED]>; Greg Calder <[REDACTED]>
Subject: [REDACTED] ion North Bound [REDACTED] ee.

6.30pm - Prestart in the Compound with KPI - Traffic Controllers.
 7.00pm - Traffic controllers left site compound to sett up slow line closure on Centenary Highway North Bound for Bridge Inspection by Road-Tak.
 8.10pm - North Bound slow line closure was in place on Centenary Highway for Road Tek Inspection.
 12.25am-Traffic controllers started to remove North Bound Slow Line Closure on Centenary Highway.
1.30am - Traffic Controllers back in the site compound.
 KPI-Group, head issues with 2 x VMS Ut's (electrical).
 2.00am - KPI boys left site compound.

****Irene have we got the booking for Thursday Night with KPI.**** Also can you Please ask Neil to make

sour we have replacement VMS Ut's for Thursday night Thanks.

7.30pm - Road-Tak 3 men on site for the Prestart.

8.20pm - Road Tak left site compound going to CB - span 3 to continue with Bridge Inspection.

12.15am - Road-Tak boys left site.

Fulton Hogan Also head North Bound slow line closure north of Centenary Bridge.

Kody Raymond was on site from 7.40pm until 8.20pm, Kody was loading Vending unit with soft drinks.

CFMEU men next to Gait 1 and on-Site entry most of the Night.

Kind Regards:



Sead Jukic
General Foreman
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

FW: CN-13712 - Union members trespassing the site during night shifts

From: Chris DEMARTINI [REDACTED]
To: Leigh Hahn [REDACTED]; Quinn Murray [REDACTED]
Cc: Rex Clarke <[REDACTED]>; [REDACTED]; Peter KONECNY [REDACTED]
Date: Thu, 21 Mar 2024 14:31:39 +1000

Hi Leigh, Quinn,

Please see below request from TMR.

TMR require the night time "trespass" by the CFMEU reported in the same way as other union interactions so they can include this in their internal reporting.

Thanks

Chris Demartini

Administrator's Representative
 Centenary Bridge Upgrade

[REDACTED]
 Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Damitha A Peiris <[REDACTED]>
Sent: Thursday, 21 Mar 2024
To: Chris DEMARTINI [REDACTED]
Cc: [REDACTED]; Francisca P Knight <[REDACTED]>; CBUP <CBUP@tmr>
 <[REDACTED]>; Faiz Z Rahmansyah <[REDACTED]>
Subject: CN-13712 - Union members trespassing the site during night shifts

Hi Chris

GBJV have informed couple of times that they have seen the union members trespass the site during night shifts (including wondering around the site freely). This was mentioned again during this morning meeting with GBJV leadership, but nothing has been formally reported to TMR. Could you please request GBJV to report similar incidents through their normal reporting process as this is a risk to the project and will become a potential safety hazard too.

Best Regards

Damitha Peiris

Principal Engineer (Civil) | Metropolitan Region
Program Delivery & Operations Branch | Infrastructure Management and Delivery Division
 Department of Transport and Main Roads
 Nathan Depot | 1 University Road | Nathan Qld 4111

[REDACTED]
 W. _____

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From: Leigh Hahn [REDACTED]
Sent: Thur 21/03/2024 3:14:30 PM (UTC+10:00)
To: Chris DEMARTINI [REDACTED]
Cc: [REDACTED] David
OEI [REDACTED]; Peter KONECNY [REDACTED];
Berry Freshney [REDACTED]; Gary
Grant [REDACTED]; Gavin
Kenny [REDACTED]; Kieren
Walters [REDACTED]; Mathew Quy-Verlander [REDACTED];
[REDACTED]; Quinn Murray [REDACTED];
Rex Clarke [REDACTED]; Sean
Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - Efforts to deliver Overhead Gantry Support Steelwork

CAUTION - This email was sent from outside Georgiou Group

Chris, responding to request from Fran this morning regarding the efforts undertaken / options available to deliver the Overhead Gantry Support Steelwork.

Previous attempt:

- On March 13, GBJV attempted to transport two loads of Overhead Gantry Support Steelwork to site.
 - CFMEU sympathisers had already established a presence at our Gate 1 which was dramatically reinforced (ie, numbers increased five-fold overnight) prior to the deliveries' arrival.
 - The CFMEU sympathisers refused entry to these trucks and police were called.
 - The Police's objective was to remove the hazard to public amenity ie, stop the truck from blocking early morning traffic, not assist GBJV deliver the steel.
 - Accordingly, the trucks were moved and on returned to depot. The delivery failed.
- With the ongoing CFMEU presence and surveillance of incoming steel: there's nothing to support that any similar attempts will be more successful.

Storage:

- CFMEU are aware that the Overhead Gantry Support Steelwork has been and will continue to be forwarded to Blue Water Shipping, Port of Brisbane and have undertaken surveillance there.
- CFMEU personnel have, according to Blue Water Shipping, begun questioning their personnel and well as subcontract staff in respect of the storage and movement of our Overhead Gantry Support Steelwork.
- Understandably, Blue Water Shipping have expressed their concerns to GBJV about remaining involved in any capacity with this Project.

Land Transport:

- CFMEU are aware that the Overhead Gantry Support Steelwork has previously been transported by Arrow Transport who are neighbours of Blue Water Shipping, Port of Brisbane and have undertaken surveillance there.
- CFMEU personnel have, according to Arrow Transport, begun questioning their personnel about the movement of our Overhead Gantry Support Steelwork; and, intimating future difficulties for their business should they move of our Overhead Gantry Support Steelwork.
- Understandably, Arrow Transport have expressed their concerns to Blue Water Shipping about this conduct.
- Using Police escort to 'force' our way into Gate 1 is considered neither practical, safe nor viable for reasons below.

Marine Transport:

- Whilst some elements of the Overhead Gantry Support Steelwork can be delivered and then installed by river, we must commence construction from the Jindalee-end.
- And, even then, this only for the smaller elements and none of the heavier larger beams.
- Marine Transport is therefore not a practical option for the start of the Overhead Gantry Support Steelwork installation.

Alternative access:

- Constructing an entry point directly from the Motorway (same as Gate 6 on the north-side of the river) has been considered however, this would take months to construct; would further restrict the working space needed to actually construct the Overhead Gantry; would only work as an entry, the trucks will have to reverse out each night under traffic control; would be of a non-standard design due to available length and deceleration considerations; and, could also be readily blockaded.

Escort:

- GBJV has attempted to reach out to local Police but until this morning had not made any successful contact.
- Observations of Police behaviour (previous attempt above) and feedback from various heavy transport industry contacts is that the Police will deliver to the appointed address but not get involved in IR disputes.
- This is not of any assistance to GBJV as the truck(s) are likely to be turned away from Gate 1 (again) or even if they enter the Site, we still must cross the ATP near the UU Pump Station and could easily be (re-)blockaded there.

Security:

- GBJV is installing six additional CCTV towers around site.

Trust that this is sufficient for the query.

Georgiou



Leigh Hahn

Project Director

Georgiou BMD Joint Venture (GBJV)



213 Sinnamon Road, Jindalee QLD 4074

PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED]
Sent: Thur 21/03/2024 12:08:19 PM (UTC+10:00)
To: Chris DEMARTINI [REDACTED]
Cc: CBUPTeam@tmr.qld.gov.au [REDACTED]; David OEL [REDACTED]; Peter KONECNY [REDACTED]; Berry Freshney [REDACTED]; Gary Grant [REDACTED]; Gavin Kenny [REDACTED]; Kieren Walters [REDACTED]; Mathew Quy-Verlander [REDACTED]; [REDACTED]; Quinn Murray [REDACTED]; Rex Clarke [REDACTED]; Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - Non-Delivery of Overhead Gantry Support Steelwork

! CAUTION - This email was sent from outside Georgiou Group

Chris, responding to request from Fran this morning regarding the potential program effects of the Non-Delivery of the Overhead Gantry Support Steelwork.

The table is a guide only and a summary of a multitude of many actual program effects. My best estimate is that if we are not installing Overhead Gantry Support Steelwork and haven't commenced mould assembly by mid-April, then the Project will be in Delay with ill-effects compounding from there. Similarly, by late-May / early-June, we would cease to have a viable number of workable fronts and the Project would have to enter a care and maintenance only phase.

The table has been premised upon the CFMEU blockade of only the Overhead Gantry Support Steelwork continuing until such time that all viable activities at site are exhausted. If the blockade was to expand to all foreign-fabricated items then re-deployment of staff & labour as well as the project non-viability point could be both bought forward at least month.

Month	Continuing activities	Comments
April	• Construction of ATP & Sinnamon Road intersection. • Continued civil works predominantly drainage and Girder Yard preparation. • Continued land-side construction of bridge elements. • Continued marine piling works. • Continued off-site production	• Mobilisation of subcontractor for Overhead Gantry Support Steelwork deferred indefinitely. • Deferment of deliveries • Increase storage costs of other fabricated items eg, the Overhead Gantries themselves. • Marine fleet inefficiencies incurred. • Program delays.

	of pilecap shells and then their installation. • Delivery and Assembly of Precast Mould.	
May	• Constrained civil works. • Continued land-side construction of bridge elements. • Conclusion marine piling works. • Conclusion off-site production of pilecap shells and then their installation. • Commissioning Precast Mould. • Delivery and Assembly of Blade Wall forms	• Project Delays. • Bridge FRP inefficiencies incurred. • Demobilisation of other subcontractors, plant and resources. • GBJV labour and staff re-deployment commences. • Precasting crews idle as shells are finished and casting of girders is not viable.
June	• Conclusion of viable civil works • Conclusion of available land-side construction of bridge elements. • Conclusion of pilecap infill works but continuation of blade walls only.	• Project Delays continues. • Bridge FRP inefficiencies exacerbated as only one activity is available. • Civil works effectively shutdown • GBJV labour and staff re-deployment continues
July	• If Span 7 deck units can be placed, we could backfill that abutment and bring pavements to it, but the Project is effectively in care and maintenance only by this point	

Hope this helps.

Sincerely hope that no-one mis-interprets this as there's no problem until July!

Georgiou



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)



213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

BWS + GBJV Union Update

Where: BNE – Middelfart (2nd Floor, 10p, Video/Audio)
When: Fri. Mar. 22 12:00:00 2024 +10:00
Until: Fri. Mar. 22 13:00:00 2024 +10:00
Organisers William Tanzer <[REDACTED]>
Required Attendees: William Tanzer <[REDACTED]>
 Vicky Mclean [REDACTED]
 Chris Ridgwell [REDACTED]
 Leigh Hahn [REDACTED]
 Quinn Murray [REDACTED]
 Gavin Kenny [REDACTED]
 Anthony Parlato [REDACTED]
Optional Attendees: Craig McNaughton [REDACTED]
 Darren Fursman [REDACTED]
 Narelle Damen [REDACTED]
 Justin Bound [REDACTED]

Microsoft Teams meeting

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RE: PLACEHOLDER: CN-13712 Centenary Bridge Upgrade - Sampling of fabricated steel for Overhead Gantry Steel support structure

From: Leigh Hahn <[REDACTED]>
To: Dylan Howard <[REDACTED]>; Anthony Parlato <[REDACTED]>; Gavin Kenny <[REDACTED]>; Quinn Murray <[REDACTED]>; Richard Morrison <[REDACTED]>; [REDACTED] <[REDACTED]>; Jamie Mangan <[REDACTED]>; Hayden Turner <[REDACTED]>
Date: Tue, 26 Mar 2024 06:00:48 +1000

Yep, that's fine, that was the intent of the note.



Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 213 Sinnamon Road, Jindalee QLD 4074
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Dylan Howard <[REDACTED]>
Sent: Monday, M
To: [REDACTED]; Ant
 <[REDACTED]>; enny <[REDACTED]>; Quinn
 <[REDACTED]>; [REDACTED]; Jamie Mangan
 <[REDACTED]>
Subject: PLACEHOLDER: CN-13712 [REDACTED] Upgrade - Sampling of fabricated steel for Overhead Gantry Steel support structure

Leigh,

I would like to make an amendment to the notes section in your below email.

Notes

1. Should either of the nominated testers not be available or capable, then GBJV will consult on the selection or an alternate.

Amendment

1. Should either of the nominated testers not be available or capable, CFMEU and GBJV will Agree on an alternate tester.

CFMEU

Construction & General Division
QLD/NT Divisional Branch

Dylan Howard
Organiser

16 Campbell Street

Bowen Hills QLD 4006

T



F



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.

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From: Leigh Hahn <[REDACTED]>
Sent: Monday, Mar [REDACTED]
o: Anthony Parlato <[REDACTED]>; Gavin Kenny
 [REDACTED] Quinn Murray [REDACTED]; Richard
 Morrison [REDACTED] u>; [REDACTED]
 Jamie Mangan [REDACTED] Dylan Howard <dhoward@crmeu.org>; Hayden Turner
 [REDACTED]
Subject: DER: CN-13712 Centenary Bridge Upgrade - Sampling of fabricated steel for
 Overhead Gantry Steel support structure

As discussed a few moments ago, GBJV will arrange for at least two testing firms - nominated as LMats (who I contacted a few moments ago) and MechTest - to sample and conduct Chemical Composition testing on the fabricated steel for Overhead Gantry Steel support structure, which is presently located in storage at Port of Brisbane. Following the arrival of a shipment last weekend, approximately 30% of the beams and pedestals; and, 20% of the chords are Australia.

GBJV will arrange for the designers of the Overhead Gantry Steel support structure to be in attendance so that faults or defects are not introduced to these elements during the sampling process.

For clarity, GBJV are not intending to deliver the materials comprising the Overhead Gantry Steel support structure until this sampling and design process has been satisfactorily completed.

Note:

1. Should either of the nominated testers not be available or capable, then GBJV will consult on the selection of an alternate.
2. 'Placeholder' has been added to the meeting title until such time that all parties' attendance / availability is confirmed. Updates may follow later this week.
3. GBJV are delivering fabricated steel for Precast Girder Moulds over the next 3 days. None of this will be nor can be incorporated into the Overhead Gantry Steel support structure. No Overhead Gantry Steel support structure steelwork will be delivered with the steel for Precast Girder Moulds.
4. All present for the sampling will have to abide by the PPE requirements of the owner's of the premises upon which the sampling is to occur.

From: Sean Donald
To: Leigh Hahn
Subject: RE: CN-13712 Centenary Bridge Upgrade - Price and time frame for Nata
Date: Tuesday, 26 March 2024 7:37:00 AM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.png](#)
[image004.png](#)

Copy, what I am going to say:

Initial thoughts are:

24 tests - \$50,000-75,000 (incl rectification of testing location) this is based on 2 tests per gantry section

Circa \$350k per week getting up to \$400k in 2 weeks – waiting for information here but **GUESS** 2-4 weeks

Delay is dependent on if we can test as steel comes into the country AND install as we test as opposed to waiting until everything is tested.

From: Leigh Hahn <[REDACTED]>
Sent: Tuesday, March 26, 2024 8:35 AM
To: Sean Donald <[REDACTED]>
Subject: RE: CN-13712 Centenary Bridge Upgrade - Price and time frame for Nata

! CAUTION - This email was sent from outside Georgiou Group

Go with the 3-4 week delay, it's essentially baked-in now and will form part of the next contract Program, Rev E.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Sean Donald <[REDACTED]>
Sent: Tuesday, March 26, 2024 7:31 AM
To: Leigh Hahn <[REDACTED]>
Cc: Quinn Murray <[REDACTED]>
Subject: RE: CN-13712 Centenary Bridge Upgrade - Price and time frame for Nata

OK,

Will go with \$50-75 k for testing and repairs

Circa \$500k in delays.

Do we know the timeframe for the testing? Or do we say we are estimating a 3-4 week delay at Circa \$400k per week?



Sean Donald
General Manager - QLD
Level 16, 31 Duncan Street
Fortitude Valley QLD 4006
[REDACTED]



Our vision is to be 'the best people to work with'

Georgiou Group acknowledges the Traditional Custodians of the land on which we work, and pay our respects to elders past and present.

From: Leigh Hahn <[REDACTED]>
Sent: Tuesday, March 26, 2024 8:18 AM
To: Sean Donald <[REDACTED]>
Cc: Quinn Murray <[REDACTED]>
Subject: CN-13712 Centenary Bridge Upgrade - Price and time frame for Nata

! CAUTION - This email was sent from outside Georgiou Group

Sean, I think you mean the Chemical Composition testing of the Overhead Gantry Support steelwork as requested (ie, demanded) by the CFMEU.

- the testing regime is uncertain, but I expect that we will be taking 24 samples, equivalent to two per span, with each test in the order of \$1,000.
- this \$24,000 estimate is based upon the test & report as well as repairing the sample location.
- Since the quantity testing and cost of repair are both uncertain, for the purpose of your discussion with TMR, please use \$50 thousand as the advice number.

- time wise we were due to start cutting pile heads on March 18 as preparation to install the pedestals for the Overhead Gantry Support steelwork.
- the absolute earliest that will now be is April 9
- the delay is 16 working days to an activity that initially had 31-days Float in our Rev D program (status: 22-Jan-24)
- my estimate is that the Installation of the Overhead Gantry Support steelwork will become Critical Path in the week April 15-20

- Again, for the purpose of your discussion with TMR, the next 15 weeks of Critical Path, say until late-July would be the Installation of the Overhead Gantry Support steelwork. The most immediate effect of that would be minimum of 3-weeks extended hire for Ringer & PM North. Similarly, the Gantries themselves will soon be incurring \$10 thousand per week in demurrage. For the purpose of your discussion with TMR, please use \$450 thousand as the advice number.
- Note: Our recent EOT for Pier 5 sockets demonstrated the project coast running at \$100 thousand per day so, I have constrained that number to just two direct impacts of the steelwork shenanigans.

The likely impact of the CFMEU campaign of our Project’s use of foreign-fabricated steel in our temporary works is \$500 thousand. There’s plenty of qualifications on that number but I can’t see it getting smaller.

Hope that helps. Give me call if there’s anything else you need.

PS Precast Girder Moulds were due for delivery this morning, but they’ve been postponed, along with all other activities, due to heavy rain.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

PO Box 197 Wynnum Qld 4178



From: Sean Donald
Sent: Tuesday, March 26, 2024 6:29 AM
To: Leigh Hahn <>
Subject: Price and time frame for Nata

Hey Leigh

I have a meeting with Sally from TMR this afternoon at 1pm your time.

I would dearly like to know the implications of the Nata accreditation request prior to that so I can put details across the desk (in an attempt to get some \$).

Fingers crossed for this morning.

Thanks mate.



Sean Donald
General Manager - QLD
Level 16, 31 Duncan Street
Fortitude Valley QLD 4006



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FW: CN-13712 Centenary Bridge Upgrade - CFMEU RoE, March 25

From: Ben Weston <[REDACTED]>
To: Olivia Ingram [REDACTED]
Date: Tue, 26 Mar 2024 07:03:05 +1000
Attachments: 20240325 RoE, Centenary Bridge, Cory Graham Budgeon.pdf (863.31 kB); 20240325 RoE, Centenary Bridge, Dylan Howard.pdf (940.01 kB)

Hi Olivia,
 You can add the write up below when entering these into Beakon.

Regards,

|

Hi Chris & Peter,

This morning, we had two CFMEU organisers attend our Site Compound.

- Blockade of Gate 1 continues, day and night, weekend included.
- No consultation with GBJV wages and minimal conversations with a few subcontract personnel occurred.
- No formal safety inspection took place however observations were made about:
 - access / egress inside the partially hacked pile heads
 - cleanliness of the ATP surface
 - currency of fire extinguishers
 - JHA's covering the effects of wet weather
 - mud on access ways
 - on-site parking signage
 - security of the temporary fencing footings adjacent to the Pier 1 batter's hinge point
 - storage of industrial gases
- No requests for documentation were made.
- Some disruption to works occurred however, many activities were already paused due to inclement weather or, shutdown by midday.

Thanks,

Leigh Hahn
 Project Director
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 [REDACTED]

213 Sinnamon Road. Jindalee QLD 4074



PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

RE: CFMEU advertising

From: Beli Harvey <[REDACTED]>
To: Leigh Hahn <[REDACTED]>; Quinn Murray
 <[REDACTED]>
Cc: Gavin Kenny <[REDACTED]>; Stella Zolfaghar
 <[REDACTED]>; Steve James
 <[REDACTED]>
Date: Thu, 28 Mar 2024 07:33:47 +1000
Attachments: CFMEU Poster - Stella.jpg (2.43 MB)



Beli Harvey
 Site Engineer
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 [REDACTED]
 1 Sandpiper Ave Port of Brisbane QLD 4178
 PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Steve James <[REDACTED]>
Sent: Thursday, March 28, 2024 7:24 AM
To: Leigh Hahn <[REDACTED]>; Quinn Murray
 <[REDACTED]>
Cc: Gavin Kenny <[REDACTED]>; Stella Zolfaghar
 <[REDACTED]>; Beli Harvey <[REDACTED]>
Subject: CFMEU advertising

Leigh just letting you know that the CFMEU placed a flyer on Stellas car yesterday.

Steve James
 Precast Manager
 Georgiou BMD Joint Venture (GBJV)

[REDACTED]
 [REDACTED]
 213 Sinnamon Road. Jindalee QLD 4074



PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project



BMD

DANGER DANGER DANGER DANGER DANGER

**IMPORTED
STEEL**

NO DEAL!

DANGER DANGER DANGER DANGER DANGER

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