

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

WITNESS STATEMENT OF VINCENZO SANFILIPPO

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

Background

1. 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 the General Manager (Queensland and Papua New Guinea) of CPB.
4. I hold a Bachelor of Engineering (Civil) from Queensland University of Technology.
5. My recent professional history includes the following positions:
 - (a) CPB - General Manager (Queensland and Papua New Guinea) – June 2017 to present;
 - (b) CPB - Project Director – 2014 to June 2017;
 - (c) Thiess - Operations Manager Qld – 2014 to 2014;
 - (d) Lendlease / Abigroup - Regional Construction Manager Qld – 2011 to 2013.

CPB and related entities

6. CPB is a subsidiary of the CIMIC Group.
7. The CIMIC Group had two construction businesses: Leighton Contractors and Thiess Construction. In January 2016, these two businesses merged and became CPB.
8. UGL Engineering Pty Ltd (**UGL**) also sits within the Cimic Group.
9. Pacific Partnerships Pty Ltd (**Pacific Partnerships**) is another entity that sits in the CIMIC Group.
10. In my General Manager role I am accountable for all business operations, including project winning and project delivery, within the Queensland and Papua New Guinea region.

Dealings with the CFMEU – Background context

11. Over the last 10 or so years, CPB has not had a close working relationship with the CFMEU in Queensland. This was due to a business decision taken to not renew the

Leighton Contractors Statewide Building enterprise agreement that expired in 2012. Although bargaining took place in respect of a replacement agreement, the CFMEU made demands for a civil agreement with CPB, which CPB was not prepared to accept.

12. A decision was then made by CPB in or around 2016 to resist engaging in bargaining for a new building enterprise agreement due to:
 - (a) the observed behaviours of the CFMEU; and
 - (b) the ongoing expectation of an increase in civil construction work in Queensland.
13. This decision had limited immediate impact on the business as a majority of the work of the Queensland Business Unit was in the non-building sectors, namely Civil, Resources and Oil and Gas. It is important to note that in the non-building sectors, CPB remains flexible in its approach to industrial relations with projects being delivered:
 - (a) with union supported agreements (including Greenfields agreements);
 - (b) with non-union agreements; and
 - (c) without any enterprise agreement in place.
14. CPB's primary union stakeholder in Queensland was (and remains) the Australian Workers' Union (**AWU**) because it is the union with majority coverage over civil construction projects.
15. The decision not to pursue a new building enterprise agreement with the CFMEU in 2016 also had limited immediate impacts on CPB's building capability due to a pivot towards regional building work and social infrastructure (hospitals, education, defence) and away from Brisbane CBD and developer work.
16. However, CPB's relationship with the CFMEU has become particularly challenging since the beginning of the Cross River Rail (**CRR**) Project. The significance of CPB winning the CRR Project as a Joint Venture Partner cannot be understated in the context of its relationship with the CFMEU. From the moment the Joint Venture was announced as the preferred proponent for CRR, CPB and the CRR appeared to become a key focus and priority of the CFMEU.
17. There was another project that also comprised a pivotal moment that defined an increasingly difficult relationship with the CFMEU in the last ten years: the Cooroy to Curra (Section D 2) Project. I make further passing reference to the Cooroy to Curra Project below. However, the focus of this Statement is the CRR Project.

Cross River Rail Project

18. The CRR Project is a significant civil infrastructure project being constructed in and around the Brisbane CBD. The works encompass construction of new rail lines via the boring of twin 5.9km rail tunnels underneath the Brisbane River and the CBD, as well as the construction of new train stations and upgrades to existing train stations (underground and above surface), together with related infrastructure.
19. In respect of the CRR Project, CPB is involved in two separate packages of works.
20. The first package is the Tunnel, Stations and Development (**TSD**) works. The scope can be summarised as including:

- (a) twin tunnels from the southern portal near Dutton Park station, under the Brisbane River and the CBD, to the northern portal beyond Normanby;
 - (b) four new underground stations at Boggo Road, Woolloongabba, Albert Street and Roma Street; and
 - (c) the tunnel portals and dive structures.
21. The TSD works are being delivered pursuant to a Public Private Partnership (PPP). The Head Contractor is Pulse Partnership Pty Ltd (**Pulse**), which is a special purpose vehicle established for the purpose of carrying out the TSD works. There is a Project Agreement between the State of Queensland and Pulse, dated 30 June 2019, which requires Pulse to design and construct the TSD works. Pulse has then engaged an unincorporated joint venture known as "**CBGUJV**" to carry out the works. The members of CBGUJV included:
- (a) CPB;
 - (b) UGL;
 - (c) BAM International Australia Pty Ltd; and
 - (d) Ghella Pty Ltd.
22. The second package is the Rail, Integration and Systems (**RIS**) works. The scope of these works can be summarised as a network-wide upgrade of the rail network and facilities in and around the tunnel, including the upgrade of eight suburban stations.
23. The RIS works are being delivered pursuant to a Project Alliance Agreement dated 25 August 2019 by the Unity Alliance. The Unity Alliance includes the following non-owner participants:
- (a) CPB;
 - (b) UGL;
 - (c) AECOM; and
 - (d) Jacobs.
24. In September 2017, expressions of interest for each of the TSD and RIS packages of works were requested.
25. On 3 April 2019, Pulse was announced as the preferred proponent for the TSD works, and Unity was announced as the preferred proponent for the RIS works. Relative to industrial relations, from this date CPB's goal was to progress enterprise bargaining with all relevant unions quickly and efficiently, with a view to reaching a resolution with the unions prior to commencing work on site.

An overview of negotiations with the unions for an enterprise agreement

26. In the period following the announcement of preferred proponents, negotiations of enterprise agreements commenced with 5 unions including the AWU. In these negotiations, the CFMEU, leading a bloc of building unions — the CFMEU, the AMWU, the ETU and the Plumbers' Union — known as the "Building Trades Group" (**BTG**), aggressively maintained a position of:

- (a) enterprise agreements, in the form agreed to on the Queen's Wharf project, being applied on the CRR Project; and
 - (b) insistence that there be a "single" enterprise agreement for the whole CRR Project, with BTG members included as parties to that agreement.
27. CPB determined that these positions were untenable for the project. Accordingly, CPB resisted the BTG's position and were ultimately unable to achieve alignment on a compromised position through the bargaining process. CPB subsequently negotiated two agreements, one for tunnels and one for civil works with the AWU. This decision enabled the project to start on time and avoided brownfield industrial risk. Separately, the 'Mechanical and Electrical' scope for the work was negotiated by UGL with the ETU, Plumbers' Union and AMWU some 18 months later, ahead of that scope of work commencing. Whilst this outcome – having 4 unions engaged across multiple agreements and projects – was quite progressive in CPB's view, it was not supported by the CFMEU who preferred a 'Queen's Wharf' approach and, in my opinion, were seeking to obtain a relevance in the tunnelling part of the CRR Project.
28. It is worth highlighting as well that if CPB had agreed to the various claims being pursued by the BTG (primarily the CFMEU) in relation to their proposed position, these would have had significant cost and productivity impacts on the CRR Project.
29. Throughout the negotiations, the BTG negotiated as a bloc, with Jade Ingham (**Mr Ingham**) leading the charge on most occasions. Mr Ingham had an aggressive approach to negotiation. A number of meetings were cut short when Mr Ingham would lead a "walk-out" of the BTG representatives, particularly if CPB articulated a position that he was not happy with. Generally, the attitude of Mr Ingham and the BTG was not conducive to productive negotiations, and CPB came to the position that an agreement in the terms being pursued by the BTG (primarily the CFMEU) was not going to be possible. In particular, the BTG never indicated that they would compromise on their insistence that there be a single agreement for the whole CRR Project, with Queen's Wharf terms and conditions applying to every worker on site.
30. The chain of events surrounding this bargaining process and the focused efforts of the CFMEU during project delivery can fairly be described as a campaign of interference, harassment and disruption, calculated to undermine the efforts of CPB.
31. Concurrent with these developments, CPB observed a strengthening of the CFMEU's resolve to expand its representation and membership into the civil construction industry in Queensland more generally. This action steadily escalated as the precursor 'Best Practice Principles' evolved into a more rigid and expansive 'Best Practice Industry Conditions' (**BPICs**) policy. Similar to the CRR Project situation, CPB found itself at the coal face with the Cooroy to Curra (Section D 2) Project being one of a few projects initially requested to make "best endeavours" to align with the newly issued BPIC policy. CPB negotiated an agreement with the AWU which, in my opinion, preserved productivity and contractor control of the project: *CPB Contractors Pty Ltd Cooroy to Curra Greenfields Agreement 2021*. The agreement was subsequently adopted almost verbatim by the wider civil industry. It is my opinion that this effectively led to the CFMEU having limited success in its attempt to expand into civil construction and accordingly added further tension to the already strained relationship with the CFMEU.
32. Separate to the above, the State and the Cross River Rail Delivery Authority (**Delivery Authority**) also sought to be involved in the bargaining negotiations for the CRR Project in a way that was unusual in my experience. While it is not uncommon for a client to have an interest in the industrial relations approach on a construction project, the level of engagement was very different during the bargaining process in 2019 described in this statement. There was a period, particularly leading up to financial close on 30 June 2019,

where I felt that CPB was being placed under immense pressure to reach an agreement with the BTG (primarily the CFMEU) from Government. This was in addition to the challenge of negotiating with the BTG (primarily the CFMEU).

33. The two key personnel from the State and the Delivery Authority who became involved in the negotiations were Matthew Martyn-Jones (**Mr Martyn-Jones**) and Scott Gartrell (**Mr Gartrell**).
34. Mr Martyn-Jones was General Manager, Strategy, Communications & Engagement within the Delivery Authority at the time. It appeared to me that he did not have a lot of experience in major tunnelling projects or enterprise bargaining however it is my view that he was genuinely trying to assist the process in an impartial way.
35. At some point during negotiations, Mr Martyn-Jones introduced us to Mr Gartrell as a "government observer". From that point, Mr Gartrell began to attend meetings between CPB and the unions. As I say, it was unusual for the client to have a representative at the bargaining table and to then play an active role in the bargaining process.

A list of the meetings held

36. I have extracted from my calendar every meeting that was scheduled in relation to negotiations for an enterprise agreement that included the CFMEU and to which I was invited. Some of these meetings were organised by me or someone else from CPB, while others were organised by the Delivery Authority. There were 26 such meetings in total.
37. A table setting out these meetings is at **Annexure VS-1, pages 2 to 4** of the Bundle.
38. I attended the majority of these meetings however there may have been other relevant meetings that I did not attend. I deal with some of these meetings in more detail below.
39. Other CPB or CBGUJV representatives who were involved in the negotiations included the following:
 - (a) Chris Butler (**Mr Butler**) – Shared Services Director of TSD;
 - (b) Andrew Large (**Mr Large**) – Project Director of TSD;
 - (c) Ian Ward (**Mr Ward**) – Project Director of RIS;
 - (d) Doug Moss (**Mr Moss**) – Executive General Manager of Transport and Technology, UGL; and
 - (e) Don Johnson (**Mr Johnson**) – Chief Operating Officer and Executive General Manager - Major Projects & Tunnelling of CPB.
40. More broadly, the following had some oversight of the bargaining process from a corporate perspective:
 - (a) Michael Wright (**Mr Wright**) – CEO of CIMIC group;
 - (b) Juan Santamaria (**Mr Santamaria**) – Managing Director of CPB; and
 - (c) Jason Spears (**Mr Spears**) – Managing Director of UGL.

Meeting of 18 April 2019

41. As already stated, on 3 April 2019, Pulse and Unity were announced as the preferred proponents for the TSD and RIS works respectively. From this date, CPB's goal was to progress enterprise bargaining with all relevant unions in a quick and efficient manner.
42. Though I did not attend, an initial meeting was arranged to be held with the unions on 18 April 2019. CPB invited representatives of the AWU, CFMEU, ETU, AMWU and Plumbers Union. However, only the AWU attended this meeting.
43. Initially, CPB intended to bargain for three industrial agreements (**Three Agreement Structure**), being:
 - (a) a Tunnel EA with the AWU;
 - (b) a Stations EA with the AWU and CFMEU; and
 - (c) a Mechanical and Electrical EA, with the AMWU and the ETU.
44. This was communicated to the AWU at the 18 April 2019 meeting.

Meeting of 8 May 2019

45. On 8 May 2019, I attended a bargaining meeting. Union representatives from the AWU and the BTG were present. The CFMEU led the negotiations on behalf of the BTG.
46. During the meeting, the CPB team made clear that CPB's position was to proceed with bargaining in accordance with the Three Agreement Structure.
47. I also informed the unions that CPB were considering issuing bargaining notices.
48. The BTG informed us at that meeting that they wanted a single agreement, but that they were open to having two agreements on site as follows:
 - (a) a tunnel EA with the AWU and BTG (CFMEU, ETU, AMWU and Plumbers Union); and
 - (b) a second EA to cover the balance of the job, to be agreed with the BTG.
49. As can be seen, the BTG sought to be part of the tunnelling agreement. My recollection is that the CFMEU made clear their desire to be included in any agreement that related to the tunnels from the beginning, and they did not move from this position.
50. In addition, the BTG said they wanted to ensure all subcontractors engaged on the project were engaged on the same conditions as CPB employees.
51. On 8 May 2019, I received an email from Mr Johnson that provided an update about the meeting. A copy of the email is at **Annexure VS-2, page 5** of the Bundle.

The Two Agreement vs Single Agreement issue

52. Shortly after the meeting on 8 May 2019, CPB made a concession to the BTG and adopted the position that it would not pursue three agreements and would instead adopt the following structure (**Two Agreement Structure**):
 - (a) A "Tunnelling Agreement", with the AWU; and

- (b) A "Civil, Mechanical and Electrical Agreement" (the **CME Agreement**) with the BTG and the AWU.
53. The shift in position by CPB was a compromise on its bargaining position in an effort to progress its negotiations. In response, however, the BTG (led by Mr Ingham) insisted on a single enterprise agreement that would cover the whole project, including the tunnelling works. CPB did not view this as viable for the project.
54. CPB has extensive experience in tunnelling projects throughout Australia. A single enterprise agreement for the entire project, including all tunnel works, would have been very unusual and inconsistent with the ordinary practice around Australia.
55. It is common in the construction industry for separate agreements on a project to be negotiated for tunnelling works on the one hand and civil and surface works on the other, and numerous enterprise agreements have been approved by the Fair Work Commission with this distinction. This separation recognises the obvious fact that there is a significant difference in the nature and skills of the relevant workforce and the nature and scale of the equipment to be utilised, as between the work of underground tunnelling and the work of constructing civil and surface works. Some examples (by no means exhaustive) include the following:
- (a) WestConnex M4 East / AWU Tunnelling Works Greenfields Agreement 2016-2020;
 - (b) WestConnex M4 East / AWU Civil Works Greenfields Agreement 2016-2020;
 - (c) WestConnex New M5 / AWU Tunnelling Works Greenfields Agreement 2016-2020;
 - (d) WestConnex New M5 / AWU Civil Works Greenfields Agreement 2016-2020;
 - (e) CPB Contractors NSW Civil Works Enterprise Agreement 2017 – 2021;
 - (f) John Holland CPB Contractors Joint Venture - Rozelle Interchange and Western Harbour Tunnel Enabling Works, AWU Civil Works Greenfield Agreement 2019 – 2023;
 - (g) John Holland CPB Contractors Joint Venture - Rozelle Interchange and Western Harbour Tunnel Enabling Works, AWU Tunneling Works Greenfield Agreement 2019 – 2023;
 - (h) NorthConnex / AWU Tunnelling Works Greenfields Agreement 2015-2019; and
 - (i) NorthConnex / AWU Civil Works Greenfields Agreement 2015-2019.
56. One unique feature of tunnelling projects is the requirement to operate tunnelling operations for 24 hours a day, 7 days a week (subject to breaks for maintenance and fatigue). Our enterprise agreements with the AWU across the country provide for flexibility to carry out this work in this manner. That is why an enterprise agreement with the AWU was sought by CPB on the CRR Project to perform the tunnel works productively.
57. Conversely, our view was that if the CFMEU 'pattern' or the Queen's Wharf agreement was applied to tunnelling work on the CRR Project, the project would become extremely uneconomical and inefficient from a tunnelling point of view.

58. For these reasons, CPB wished to apply the orthodox position for underground civil works in Australia, which was to progress a tunnelling agreement solely with the AWU. Using the Two Agreement Structure would allow CPB to achieve this outcome.

Meeting of 16 May 2019

59. On 16 May 2019, I attended a meeting with the BTG and the Rail, Tram and Bus Union (RTBU). The AWU did not attend the meeting.
60. CPB did not invite the RTBU to the bargaining meeting. In my opinion, the RTBU had no coverage in relation to the CRR Project and the RTBU should not have been at the bargaining table. They had no role to play, as the scope of the negotiations covered the construction of the CRR Project, not the operation of the rail lines or trains.
61. I believe that the CFMEU invited the RTBU to the meeting to try and run interference. My personal view is that the RTBU were at the meeting to drive a wedge between the AWU's coverage and put a bargaining chip on the table that they would take off at a point in time, to get something out of us. That charade played on for quite some time, as the RTBU continued to turn up to bargaining meetings as the bargaining process unfolded.
62. During the meeting, the BTG insisted that they would only negotiate based upon a single agreement for the CRR Project. They said the agreement should mirror that negotiated on the Queen's Wharf project. Queen's Wharf was a multi storey, multi building development in the Brisbane CBD. The BTG insisted that the Queen's Wharf EA should be a template used to negotiate a single project enterprise agreement to cover all workers, including those engaged by subcontractors, on the CRR Project.
63. I reiterated CPB's position that a single agreement was not workable for CPB and that subcontractors would be covered by their own industrial agreements.
64. I tried to explain to the BTG that there would be significant cost implications for matching an agreement like the Queen's Wharf project across the CRR Project. I said that the two projects are entirely different, and what might have worked on Queen's Wharf was not suitable on a project such as CRR Project. Mr Ingham's response to this position was that CPB should have foreseen the BTG position and tendered for the CRR Project on the basis that we would have to pay Queen's Wharf rates and conditions to everyone on the CRR Project.
65. The meeting concluded with the BTG advising that they would not compromise on their demand for a single agreement structure on the CRR Project.
66. I then sent an email to Mr Santamaria, Mr Johnson and Mr Spears that provided them an update on the meeting.
67. A copy of my email is at **Annexure VS-3, page 6** of the Bundle.

Issues with the proposed terms and conditions for subcontractors

68. The two key terms that the BTG was pressing for were the single agreement structure, and the requirement for the terms and conditions in that agreement to apply to all workers on the CRR Project, including subcontractors.
69. At the time of these negotiations, the Code for the Tendering and Performance of Building Work 2016 (**Code**) and the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) was in place. The position of CPB was that those instruments forbade contractors such as CPB from mandating conditions on to subcontractors. If CPB negotiated an agreement with the unions that was contrary to the Code, CPB ran the risk

of acting in contravention of the law, and also it risked being precluded from tendering for Federal Government funded work in the future. This was not a consequence we were willing to entertain.

70. This was a significant non-negotiable for us. We were not going to fall foul of the law, not to mention the fact that the overwhelming majority of projects undertaken by CPB contained Federal Government funding. This ended up being a significant sticking point in negotiations with the BTG, led by the CFMEU.
71. I remember having a discussion with Mr Ingham during one of our meetings where Mr Ingham said that CPB's advice was wrong and that he had legal advice to prove it. He offered for us to exchange advice to resolve the matter. But as I said to Mr Ingham, his advice was irrelevant to our position as risk sat with CPB and we would rely on our own advice.
72. Further, it was clear to me through the course of negotiations that CFMEU was not only looking to ensure certain conditions were achieved for subcontractors, but also seeking to have some level of input or control over which subcontractors were engaged on the Project, as I discuss further below.

Meeting of 27 May 2019

73. On 27 May 2019, Mr Large, Mr Ward, Mr Moss and I met again with the BTG, as well as the RTBU.
74. The BTG, principally driven by Mr Ingham of the CFMEU, maintained their position regarding a single agreement covering all workers on the CRR Project, including subcontractors. As to conditions, they said that they had revised their position, and that the Queen's Wharf rates and conditions were not good enough and that they were seeking better conditions on the Project.
75. I informed the BTG that CPB would be willing to compromise on structure and move away from the Three Agreement Structure. I advised that CPB would be willing to proceed on the basis of the Two Agreement Structure, one for tunnels and shafts with the AWU and one for civil and other works, with all other unions except the RTBU. Throughout the meeting, CPB maintained that the one agreement model was unacceptable. I maintained CPB's position regarding subcontractors and tried to move the negotiations to a discussion of rates and conditions.
76. It seemed the parties were at an impasse on these issues. The CFMEU left the meeting after about 10 minutes. The ETU left about five minutes after the CFMEU. We had brief further discussions with the AMWU, CEPU and the RTBU.
77. From the meeting it was clear to me that CPB had given ground on the agreement structure, but the unions pushed further away, by suggesting rates in the agreement now needed to be higher than Queen's Wharf rates. It was starting to become evident to me that the BTG were not willing to engage in meaningful discussions to facilitate a compromise from their stated position.
78. The position adopted by the BTG (primarily the CFMEU) was pushing CPB into a position where we had to consider issuing bargaining notices formally.
79. Following that meeting, I sent an email update to Mr Santamaria and Mr Spears. In addition to providing an update on the meeting, I suggested that CPB should try to meet with the CFMEU the following day, to discuss the Two Agreement Structure, and that if the CFMEU would not meet with us, that we should issue Bargaining Notices under the Fair Work Act 2009 (Cth) (**FW Act**) to start the formal bargaining process.

80. A copy of my email to Mr Santamaria and Mr Spears is at **Annexure VS-4, pages ~~6 to 7~~ 7 to 8** of the Bundle.

The risks to CPB of prolonging the bargaining process

81. Looking forward, CPB needed to start the job as soon as possible for scheduling reasons, which could have ultimately impacted the project financially should it be delayed. My opinion was that one of the BTG's objectives was to stall the bargaining process for as long as possible to force CPB to start the job without an enterprise agreement in place. If that had occurred, CPB would then have been at risk of the CFMEU claiming coverage of the site because the workforce included some of their existing members. This had the potential of forcing CPB into a Brownfields Agreement with the CFMEU.
82. To minimise this risk, I suggested to management that CPB should issue bargaining notices at the end of the 27 May 2019 meeting. Issuing bargaining notices would have crystallised a timeframe for us: at the end of 6 months from issuing the bargaining notice, CPB would have had the option to seek an arbitrated outcome from the Fair Work Commission.
83. On 6 June 2019, CPB served a bargaining notice under s 178B of the FW Act on the AWU in relation to an agreement to cover tunnelling and shaft works on the CRR Project.
84. On 12 June 2019, CPB and UGL, as a "single interest entity", jointly served a bargaining notice on the BTG, as well as the AWU, seeking to enter an agreement to cover civil and engineering work, including electrical, plumbing and metal trades work, on the CRR Project.

Update to the Delivery Authority (19 June 2019)

85. At the time there was pressure building on the CBGUJV to demonstrate progress in achieving alignment in negotiations ahead of 30 June 2019, the date anticipated for project financial close
86. On 19 June 2019, I sent a letter via email to Graeme Newton of the Delivery Authority. In that letter, I provided an update on the status of bargaining with the unions
87. I informed Mr Newton that CPB had accelerated attempts to reach an agreement with the relevant unions. CPB had sought meetings with the unions on Wednesday, Thursday and Friday of that same week. Some unions had accepted the invitation, but on 19 June 2019, I was informed that the unions were no longer available and could not meet with CPB on 21 June 2019. In an attempt to minimise the delay caused by the unions change in availability, CPB was seeking to have the unions attend meeting over both days of that coming weekend.
88. A copy of my email and attached letter is at **Annexure VS-5, pages 9 to 10** of the Bundle.

Meetings 21 June 2019 – 25 June 2019 and the introduction of the SCC

89. At the meeting on 21 June 2019, CBGUJV tabled a term sheet and draft agreement for the CME agreement to the BTG and AWU.
90. Following the meeting, I sent representatives of the unions an email that contained a calendar invite for another meeting to be held on 24 June 2019, at CPB's office. I also attached a copy of the draft CME Agreement that I had provided to the union attendees at the meeting that same day.

91. A copy of my email to the union representatives, and the draft CME Agreement attached to my email, is at **Annexure VS-6, pages 11 to 76** of the Bundle.
92. The meeting on 24 June 2019 was a particularly heated discussion and a relatively short one, where the BTG aggressively voiced their rejection of our position before closing down the meeting.
93. Later that afternoon I was contacted by Mr Matthew Martyn-Jones who advised me of the Delivery Authority's intention to host a meeting with all parties involved to provide an update of progress.
94. That meeting occurred on 25 June 2019 at the Delivery Authority's office. At this meeting, Mr Martyn-Jones suggested that a "Standing Consultative Committee" (**SCC**) be formed by the parties. The committee was to be comprised of union representatives, a representative of CPB, and a representative of the Delivery Authority.
95. At the conclusion of the meeting, it was suggested by the Delivery Authority that they would host the enterprise bargaining meetings going forward, a proposal which was swiftly accepted by the BTG. Whilst not comfortable with the proposition, CPB accepted the proposal. There is no doubt in my mind that this bolstered the confidence of the BTG moving forward.

Meeting of 26 June 2019 and the SCC terms of reference

96. On 26 June 2019, Mr Johnson and I attended a further bargaining meeting with the unions and the Delivery Authority.
97. At the meeting, Mr Martyn-Jones introduced the meeting attendees to Mr Gartrell.
98. Mr Gartrell was introduced to us as a "government observer". This was the first meeting that Mr Gartrell had attended and the first time that I had met Mr Gartrell.
99. It was notable to me that Mr Gartrell and Mr Ingham seemed very close. I remember when Mr Gartrell entered the meeting, he greeted Mr Ingham warmly and their subsequent small talk suggested to me that they knew each other well. At the meeting, the BTG, led by Mr Ingham, were still pushing for a single agreement. This is despite CPB making it clear that it was proceeding on the basis of the Two Agreement Structure.
100. Also of note in the meeting on 26 June 2019, the Delivery Authority tabled the terms of reference for the SCC. Of note was the stated purpose of the committee which included:
 - (a) *"Facilitate the exchange of information between Unions and Pulse/Unity consortia relating to the application of and compliance with the Queensland Procurement Policy 2018, incorporating the Best Practice Principles;*
 - (b) *"Provide a forum to exchange relevant information about sub-contractors and their ability to meet prequalification criteria"*
 - (c) *"Improve the understanding between the parties about suitability of sub-contractors working on the CRR Project, assessed against the framework established by the QPP 2019 and the commitments provided by the proponents in the project bid documentation; where proponents have explained what they intend to do to meet BPPs"*
101. We envisaged that the SCC would have been problematic and used to pressure CBGUJV throughout delivery and allow the BTG to influence the subcontractors being engaged on the project, either directly with CBGUJV or directly to industry. However, at the time the

industry had protections in place including the Code, and the document also clearly noted that *"The SCC will at all times act lawfully and in accordance with relevant applicable legislative requirements..."*. This gave comfort to CBGUJV that whilst not ideal, the process was manageable. Irrespective, there remained a concern regarding to the impartial nature and intent of such a committee based on the intervention into the bargaining process that was unfolding.

102. Following the meeting, Mr Butler sent an email to Mr Johnson, copying in me and Darren Nelson (**Mr Nelson**). In that email, Mr Butler provided an update on the meeting that had occurred that day between CPB, the unions and the Delivery Authority. Mr Butler also attached a document titled "Report back on facilitation process run by CRRDA" and the SCC.
103. A copy of Mr Butler's email (along with attachments) is at **Annexure VS-7, pages 77 to 83** of the Bundle.
104. There were subsequent discussions regarding the SCC on 28 June 2019 and 5 July 2019 but ultimately the concept of the SCC fell by the wayside in the discussions.

Letter to the Delivery Authority (26 June 2019)

105. Following the 26 June meeting detailed above, Mr Johnson sent a letter to Mr Newton of the Delivery Authority. The letter provided further details as to the progress of the negotiations and the best endeavours being made by CPB. Mr Johnson made clear CPB's commitment to adhering to the Government's Best Practice Principles.
106. A copy of Mr Johnsons' letter dated 26 June 2019 is at **Annexure VS-8, pages 84 to 85** of the Bundle.

Meeting of 27 June 2019

107. After the letter of 26 June 2019, Mr Johnson and I were called to a meeting with Mr Newton and Mr Martyn-Jones at the Delivery Authority offices on 27 June 2019.
108. At the meeting, we were advised that the commitments we gave in the 26 June letter were not enough for the Queensland state government. Mr Martyn-Jones told us that the Delivery Authority had an approach for us to consider with respect to a revised letter. He then handed me a USB thumb drive.
109. We could not access the documents on the USB drive, as both Mr Johnson and I only had iPads with us which did not have a Type A USB port.
110. I asked Mr Martyn-Jones to email the documents to us. The meeting then broke for about 10 minutes.
111. Mr Johnson and I then received an email from Mr Martyn-Jones with the subject "Docs". The email was sent from a personal Hotmail account. Attached to the email was a draft letter for CPB to sign. However, the contents of the draft letter were inconsistent with CPB's bargaining objectives. The draft letter gave the impression that CPB had agreed to work off the Queen's Wharf agreement as our template for negotiations. Ultimately, if such a letter were sent by CPB it would have cut across the whole bargaining approach and would provide a commitment to approach the project like Queens Wharf, a BTG and CFMEU aligned approach. This was not a commitment we were willing to make.
112. When I considered the contents of the email, and the fact that it was received from a Hotmail address, I commented to Mr Johnson words to the effect of "this does not feel right."

113. The meeting quickly concluded when Mr Martyn-Jones returned, with our commitment to review the information provided and provide a response. We did not have a substantive discussion about the email nor its contents.
114. A copy of the email from Mr Martyn-Jones, as well as the attachments, is at **Annexure VS-9, pages 87 to 189** of the Bundle.
115. CPB did not agree to send a letter in those terms. However, Mr Johnson did send a follow up letter to the Delivery Authority to make clear the efforts we were making. The Delivery Authority advised they were satisfied with our approach and would take it to the State for consideration.
116. A copy of Mr Johnson's letter to the Delivery Authority is at **Annexure VS-10, pages 190 to 191** of the Bundle.

Meeting of 28 June 2019

117. I attended a meeting on 28 June 2019. Mr Johnson, Mr Butler and Douglas Mills were in attendance for CBGUJV. The BTG attended and were again led by Mr Ingham.
118. Mr Martyn-Jones attended for the Delivery Authority, as did Mr Gartrell.
119. Mr Gartrell advised the meeting that he was getting calls from the Deputy Premier, Jackie Trad, asking if the parties could get a deal over the line.
120. There was a feeling of intense pressure being faced by CPB at this time. Although it was not explicitly stated as such, there was a question hanging over the negotiations as to whether the failure to do a deal with the BTG would jeopardise financial close on the project. At the same time, and for the reasons set out above, there were aspects of the BTG's position that were not workable for the CRR Project.
121. In this meeting, as with other meetings in which Mr Gartrell was present, I felt that Mr Gartrell was the conduit through which we were being told that the State Government wanted CPB to do a deal with the BTG and that pressure was coming from the highest levels of government. Furthermore, I did not feel like Mr Gartrell was impartial during the negotiations because he never seemed to acknowledge where CPB were coming from in negotiations and was constantly pressuring us to give ground on BTG/CFMEU demands, without asking for any concessions from them.
122. I noticed that Mr Gartrell stopped attending meetings once it became clear that we would not reach a deal with the CFMEU/BTG. It seemed to me that his particular concern was that we reached a deal with the BTG.

Financial Close

123. Ultimately, financial close was achieved on 30 June 2019, even though enterprise agreements had still not been finalised.

Meeting of 2 July 2019

124. On 2 July 2019, I am aware that a meeting took place with the unions. Mr Johnson and Mr Butler attended on behalf of CPB. I did not attend that meeting as I was interstate that day. I understand that the BTG were in attendance at the meeting and that Mr Martyn-Jones and Mr Gartrell attended for the Delivery Authority and the State respectively.

125. In advance of the meeting, Mr Butler sent the Unions a marked-up version of the terms of reference for the Subcontractor Committee, as well as an outline of CPB's position in relation to the Code.
126. A copy of the email and attachment is at **Annexure VS-11, pages 192 to 196** of the Bundle.
127. By the time of this meeting, CPB had agreed to the rates of pay from Queen's Wharf applying on the CRR Project. Our position remained that there should be two enterprise agreements, with the BTG to be a party to the CME Agreement only.
128. After the meeting, Mr Johnson sent an email to Mr Wright and others, including myself, recording what had taken place in the meeting.
129. A copy of Mr Johnson's email is at **Annexure VS-12, pages 197 to 199** of the Bundle.

Message from the Deputy Premier

130. I am aware that shortly after the meeting on 2 July 2019, the Queensland Deputy Premier, Jackie Trad, sent a text message to Mr Wright.

131. In that message, Ms Trad said:

Hi Michael, sorry to disturb your holidays. I'm also trying to get some down time.

The report out of this morning's meeting from Scott Gartrell is very concerning. I have been advised CBP have been hostile in their approach, comforted by the fact that the contract is finalised & financial close achieved.

Clearly, this is true but, it is also true that this is the start of a long relationship and consistency in approach and temperament would help to build on and strengthen this important relationship.

Additionally, commitments have been given, which I expect to be kept. Also, the government expects the good faith and momentum achieved on IR negotiations prior to contract close to continue now that the contract has been finalised.

Happy to discuss. Jackie.

132. On 2 July 2019, Mr Wright emailed me, Mr Santamaria, Mr Johnson and Diego Zumquero. The email contained the text from Deputy Premier Trad and asked us to provide a summary of the bargaining process so that Mr Wright could respond to Deputy Premier Trad.
133. A copy of Mr Wright's email is at **Annexure VS-12, page 198** of the Bundle.
134. The following day, Mr Wright sent a reply text to Ms Trad. He then emailed us to inform us about what he had said.
135. A copy of Mr Wright's email is at **Annexure VS-13, pages 200 to 203** of the Bundle.

CPB's Terms Sheet (18 July 2019)

136. On 18 July 2019, Mr Butler emailed the unions a terms sheet for CPB's proposed CME Agreement. The terms sheet identified CPB's offer in relation to the key terms of the CME Agreement.
137. Mr Butler asked the unions to complete the terms sheet, by responding to each of the terms proposed by CPB and by including matters that the unions wished to be included in the CME Agreement.
138. A copy of Mr Butler's email dated 18 July 2019 is at **Annexure VS-14, pages 204 to 208** of the Bundle.

Meeting of 19 July 2019

139. On 19 July 2019, I attended a meeting with the unions and with Mr Martyn-Jones and Mr Gartrell. Mr Butler also attended the meeting. The purpose of the meeting was to discuss the Delivery Authority's proposed consultative committee.
140. One point of contention in relation to the committee was the issue of who would chair the committee. CPB's view was that CPB would nominate a chair, as Industrial Relations and the implementation of the BPPs were risks and challenges that CPB ultimately was responsible for managing. However, Mr Martyn-Jones and the BTG were pressing for an "independent" chair to be implemented by the Delivery Authority.
141. Whilst the meeting was arranged to discuss the proposed consultative committee, the BTG again raised the issue of having one enterprise agreement covering all of the project. The AWU said that they did not support the single agreement proposal being pushed by the BTG.
142. On 19 July 2019, Mr Butler and Mr Nelson exchanged emails summarising the meeting. I was copied into Mr Nelson's email to Mr Butler. The meeting notes reflect my recollection of the meeting.
143. A copy of the email chain is at **Annexure VS-15, pages 209 to 210** of the Bundle.

Meeting of 2 August 2019

144. On 2 August 2019, I attended another meeting with the unions.
145. At this meeting, CPB sought to progress bargaining on what it saw as four threshold issues, being overtime, shift allowance, wage escalation, and RDO flexibility.
146. The BTG said that they would "consider" the four threshold points, but they also pressed the issue of the Queen's Wharf enterprise agreement being the basis for their position.
147. During the meeting, Mr Ingham referred to CPB's offers as "crumbs from the table". He informed us that in relation to RDO's, his position was a calendar with 26 fixed RDO's, a process to seek agreement from employees to work, and penalty rates to apply when they work. He maintained that Queen's Wharf was the "starting point".
148. Following this meeting, Mr Butler sent Mr Large of CPB an email summarising the meeting. I was copied into that email.
149. A copy of Mr Butler's email is at **Annexure VS-16, pages 211 to 212** of the Bundle.

Email from Mr Ingham (20 August 2019)

150. On 19 August 2019, I sent an email to the unions with the subject "tomorrow's meeting".
151. In that email, I set out CPB's concerns that there may be no realistic prospect to a bargained outcome for a Greenfields agreement unless the union bargaining representatives acknowledge the movement from CPB and begin to commence bargaining in good faith.
152. In that email, I noted that the unions had not provided a comparison document, identifying the unions consolidated position in response to the draft agreement provide by CPB, despite previous requests. In my experience, this was a normal way of progressing negotiations for an enterprise agreement.
153. In response, Mr Ingham sent me an email on 20 August 2019 in which he said:
- Vince that's bullshit. Whichever bright spark IR consultant drafted your email cannot re-write history. Concessions have been made on both sides. It is agreed that bargaining has been slow going, but you cannot suggest that is the fault of Unions, or that Unions have not bargained in good faith. Just because you haven't gotten your own way that is no reason to throw your toys out of the cot and walk away. The JV has postponed and/or walked out of a number of meetings since bargaining commenced. Newsflash: bargaining is tough. Take a teaspoon of cement and get on with it.
154. A copy of this email exchange is at **Annexure VS-17, pages 213 to 216** of the Bundle.

Repeated request for the unions to provide a consolidated response

155. On 21 August 2019, I sent an email to the unions in which I said that although they had committed to providing a single, detailed and comprehensive response to the proposed CME Agreement, no such document had yet been received. I also said that CPB saw no point in scheduling a further bargaining meeting until the union fulfilled that commitment.
156. A copy of my email dated 21 August 2019 is at **Annexure VS-18, pages 217 to 220** of the Bundle.

CPB informs the unions it was considering all available options

157. On 28 August 2019, I sent the unions an email in which I noted that it had been 11 weeks since bargaining notices were issued and that despite over 20 meetings being held, very little progress had been achieved. I confirmed that CPB's objective had always been to achieve agreement on terms and conditions that were reasonable and to deliver an outcome that was sensible and acceptable to the taxpayers of Queensland.
158. I also said that due to the unions' position, it had not been possible to reach an agreement and that CPB would now consider all available options.
159. A copy of my email dated 28 August 2019 is at **Annexure VS-19, pages 221 to 222** of the Bundle.

Bargaining with the AWU

160. From about 28 August 2019, CPB sought to bargain with the AWU exclusively to come to terms on greenfield enterprise agreements. These negotiations progressed quickly and two agreements with the AWU were agreed in principle on around 30 August 2019.

161. On 30 August 2019, Mr Large of CPB forwarded me an email from Mr Butler, confirming that the enterprise agreements would be endorsed by the AWU.
162. A copy of the email is at **Annexure VS-20, page 223** of the Bundle.

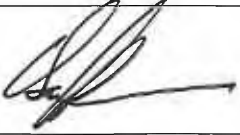
Fair Work Commission approval of the agreements

163. The enterprise agreements agreed with the AWU were approved by the Fair Work Commission on 16 October 2019.
164. The CFMEU, AMWU and CEPU sought, unsuccessfully, to oppose the approval of the agreements.
165. The reasons for the decision to approve the agreements is at **Annexure VS-21, pages 224 to 251** of the Bundle.


CFMEU's impact on the CRR Project (TSD)

166. With the agreements ratified, both TSD and the Unity Alliance were able to commence works as scheduled. However, the CFMEU, who were unsatisfied with the bargaining outcomes, immediately commenced a campaign against the wider CRR project. With respect to the two projects which CPB were involved in, TSD bore the brunt of the campaign.
167. In 2024, engagement commenced with the Delivery Authority regarding the financial stress that TSD was under. A significant portion of the stress was attributable to the impacts of the CFMEU.
168. As part of that engagement, in August 2024, CBGUJV tabled a report to the Delivery Authority detailing the project's impacts. I had substantial involvement in the development of the that report.
169. Included in that report is an estimate of the TSD impact of the CFMEU's campaign, who were no doubt buoyed by the introduction of BPIC. The report details an estimated cost impact of \$580 million on the Project as at August 2024. In addition, it proposed that an allowance of \$250 million for future impacts of the CFMEU campaign was warranted, as at the time of writing the report the Project was experiencing the peak of the CFMEU's campaign, which had included site-wide and daily rolling strikes from 30 April through to mid-September.
170. It should also be noted that this report was developed and submitted prior to the CFMEU being placed into Administration and the suspension of the BPIC on the 14th of November 2024.
171. The document reflected what CPB believed to be the true financial impact of CFMEU activity on the CRR Project at that time.
172. A copy of the relevant sections of the document is at **Annexure VS-22, pages 252 to 282** of the Bundle.

I affirm/swear the contents of this statement are true.

Signature of Deponent 

Brisbane 10/03/2026
Place Date


Before me (signature of witness)

Justice of the Peace (JP)

#

Notary public

Lawyer

Other authorised person (specify)

Full name of witness (please print)
TOBY CHRISTOPHER WALTHALL

Commission of Inquiry into the CFMEU

and Misconduct in the Construction Industry

Bundle of Documents to
Statement of Vince Sanfilippo

Item	Date	Description	Time	Location	Meeting Organiser	JV Invitees	Union Invitees – (o) denotes optional invitee					CRRDA Invitees	Other Invitees	
							CFMEU	ETU	Plumbers	AHWU	AWU			RTBU
1	8/05/2019	CRR Discussion CPB + CFMEU	10am-11am	CFMEU Office	Vince Sanfilippo	Vince Sanfilippo, Andrews Large, Iain Ward, Doug Moss	Jade Ingham							
2	16/05/2019	CRR Discussion	12pm - 1pm	CPB Office	Vince Sanfilippo	Vince Sanfilippo, Andrews Large, Iain Ward, Doug Moss	Jade Ingham		Gary O'Halloran	Rowan Webb, Josh Thornton		Owen Doogan		
3	27/05/2019	CRR Union Meeting	11am-12pm	CFMEU Office	Vince Sanfilippo	Vince Sanfilippo, Andrews Large, Iain Ward, Doug Moss	Jade Ingham							
4	11/06/2019	Cross River Rail EA Meeting	2:30pm-3:30pm	CPB Office	Vince Sanfilippo	Vince Sanfilippo, Iain Ward, Andrew Large, Doug Moss	Jade Ingham	Peter Ong	Gary O'Halloran	Rohan Webb, Josh Thornton(o)	Steve Baker, Marina Chambers (o), Tony Beers (o)	Owen Doogan		
5	17/06/2019	Cross River Rail EA Meeting	10:00am - 11:00am	CPB Office	Andrew Large	Vince Sanfilippo, Iain Ward, Andrew Large, Doug Moss, Doug Mills(o)	Jade Ingham	Peter Ong	Gary O'Halloran, Robbie Gould(o)	Rohan Webb, Josh Thornton(o)	Steve Baker, Marina Chambers (o), Tony Beers (o)			
6	19/06/2019	Cross River Rail EA Meeting	11:00am - 12:00pm	CPB Office	Andrew Large	Vince Sanfilippo, Iain Ward, Andrew Large, Chris Butler, Douglas Mills, Dean Langridge (o)	Jade Ingham	Peter Ong	Gary O'Halloran	Rohan Webb, Josh Thornton(o)	Steve Baker, Marina Chambers (o), Paul Cradden (o)			
7	20/06/2019	Cross River Rail EA Meeting	2:00pm - 3:00pm	CPB Office	Andrew Large	Vince Sanfilippo, Iain Ward, Andrew Large, Chris Butler, Douglas Mills, Dean Langridge (o)	Jade Ingham	Peter Ong	Gary O'Halloran	Rohan Webb, Josh Thornton(o)	Steve Baker, Marina Chambers (o), Paul Cradden (o), Jim Wilson(o)			
8	21/06/2019	Cross River Rail EA Meeting	11:30am-2:00pm	CPB Office	Andrew Large	Vince Sanfilippo, Iain Ward, Andrew Large, Chris Butler(o), Douglas Mills, Brian Robson(o), Dean Langridge(o)	Jade Ingham	Peter Ong	Gary O'Halloran, Robbie Gould(o)	Rohan Webb, Josh Thornton(o)	Steve Baker			
9	24/06/2019	Cross River Rail EA Meeting	9:30am - 11:30am	CPB Office	Vince Sanfilippo	Vince Sanfilippo, Iain Ward, Chris Butler, Douglas Mills, Brian Robson, Dean Langridge	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran	Rohan Webb, Josh Thornton	Steve Baker, Marina Chambers, Paul Cradden(o)			
10	25/06/2019	Cross River Rail Bargaining Update	11:00am -2:00pm	CRRDA Offices	Matthew Martyn-Jones	Vince Sanfilippo, Don Johnson	Jade Ingham	Peter Ong	Gary O'Halloran	Rohan Webb, Karen Arthur, Josh Thornton(o)	Steve Baker	Matthew Martyn-Jones, Paul Inches	Evan Moorhead	
11	26/06/2019	CRR Bargaining Continuing Discussion	7:00am -5:00pm	CRRDA Offices	Matthew Martyn-Jones	Vince Sanfilippo, Don Johnson	Jade Ingham	Peter Ong	Gary O'Halloran	Rohan Webb, Karen Arthur,	Steve Baker	Matthew Martyn-Jones, Paul Inches	Scott Gattrell, Evan Moorhead	
12	28/06/2019	Discussion on Cross River Rail Consultative Committee	8:00am - 12:00pm	CRRDA Offices	Matthew Martyn-Jones	Vince Sanfilippo, Don Johnson, Andrew Nolan	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Karen Arthur, Josh Thornton	Steve Baker	Matthew Martyn-Jones, Paul Inches	Scott Gattrell, Evan Moorhead	

Item	Date	Description	Time	Location	Meeting Organiser	JV Invitees	Union Invitees - (o) denotes optional invitee					CRRDA Invitees	Other Invitees	
							CFMEU	ETU	Plumbers	AMWU	AWU			RTBU
13	5/07/2019	Cross River rail Standing Consultative Committee	9:00am - 1:00pm	CRRDA Offices	Matthew Martyn-Jones	Vince Sanfilippo, Don Johnson, Andrew Nolan	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Karen Arthur, Josh Thornton	Steve Baker	Owen Doogan, Carla Jones	Matthew Martyn-Jones, Paul Inches	Scott Gatrell, Evan Moorhead
14	9/07/2019	Cross River Rail EA Meeting	9:00am - 12:00pm	CRRDA Offices	Chris Butler	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge, Andrew Nolan(o)	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Josh Thornton	Steve Baker, Paul Cradden		Matthew Martyn-Jones, Paul Inches(o)	Scott Gatrell
15	12/07/2019	Cross River Rail EA Meeting	9:00am - 12:00pm	CRRDA Offices	Chris Butler	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Josh Thornton	Steve Baker, Marina Chambers, Paul Cradden(o)		Matthew Martyn-Jones, Paul Inches	Scott Gatrell
16	16/07/2019	Cross River Rail EA Meeting	9:00am - 12:00pm	CRRDA Offices	Chris Butler	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Josh Thornton	Steve Baker, Paul Cradden, Marina Chambers		Matthew Martyn-Jones, Paul Inches	Scott Gatrell
17	19/07/2019	Cross River Rail EA Meeting	9:00am - 12:00pm	CRRDA Offices	Chris Butler	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Josh Thornton	Steve Baker, Paul Cradden, Marina Chambers		Matthew Martyn-Jones, Paul Inches	Scott Gatrell
18	26/07/2019	Cross River Rail EA Meeting	9:00am - 12:00pm	CRRDA Offices	Chris Butler	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Josh Thornton	Steve Baker, Paul Cradden, Marina Chambers, Jim Wilson(o)		Matthew Martyn-Jones, Paul Inches	Scott Gatrell
19	30/07/2019	Cross River Rail EA Meeting (CM&E)	9:00am - 12:00pm	CRRDA Offices	Chris Butler	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Josh Thornton	Steve Baker, Paul Cradden, Marina Chambers, Jim Wilson		Matthew Martyn-Jones, Paul Inches	Scott Gatrell
20	2/08/2019	Cross River Rail EA Meeting (CM&E)	9:00am - 12:00pm	CRRDA Offices	Chris Butler	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Josh Thornton, Jason Stein (o)	Steve Baker, Paul Cradden, Marina Chambers, Jim Wilson		Matthew Martyn-Jones, Paul Inches	Scott Gatrell
21	7/08/2019	Cross River Rail EA Meeting (CM&E)	9:00am - 12:00pm	CRRDA Offices	Chris Butler	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Josh Thornton, Jason Stein	Steve Baker, Paul Cradden, Marina Chambers, Jim Wilson		Matthew Martyn-Jones, Paul Inches	Scott Gatrell
22	9/08/2019	Cross River Rail EA Meeting (CM&E)	9:30am - 12:30pm	CRRDA Offices	Chris Butler	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Josh Thornton, Jason Stein	Steve Baker, Paul Cradden, Marina Chambers, Jim Wilson		Matthew Martyn-Jones, Paul Inches	Scott Gatrell
23	15/08/2019	Cross River Rail EA Meeting (CM&E)	9:00am - 3:00pm	CRRDA Offices	Dean Langridge	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Josh Thornton, Jason Stein	Steve Baker, Paul Cradden, Marina Chambers, Jim Wilson		Matthew Martyn-Jones, Paul Inches	Scott Gatrell
24	20/08/2019	Cross River Rail EA Meeting (CM&E)	9:00am - 12:00pm	CRRDA Offices	Dean Langridge	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Josh Thornton, Jason Stein	Steve Baker, Paul Cradden, Marina Chambers, Jim Wilson		Matthew Martyn-Jones, Paul Inches	Scott Gatrell

Item	Date	Description	Time	Location	Meeting Organiser	JV Invitees	Union Invitees - (o) denotes optional invitee					CRRDA Invitees	Other Invitees
							CFMEU	ETU	Plumbers	AMWU	AWU		
25	22/08/2019	Cross River Rail EA Meeting (CM&E)	10am-2:00pm	CRRDA Offices	Dean Langridge	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Rohan Webb, Josh Thornton, Jason Stein	Steve Baker, Paul Cradden, Marina Chambers, Jim Wilson	Matthew Martyn-Jones, Paul Inches	Scott Gattrell
26	27/08/2019	Cross River Rail EA Meeting (CM&E)	9*00am-12:00pm	CRRDA Offices	Chris Butler	Vince Sanfilippo, Chris Butler, Dale Gilbert, Darren Nelson, Dean Langridge, Brian Robson	Jade Ingham	Peter Ong, Beau Malone	Gary O'Halloran, Robbie Gould	Jason Stein	Steve Baker, Paul Cradden, Marina Chambers, Jim Wilson	Matthew Martyn-Jones, Paul Inches	Scott Gattrell

Toby Walthall

From: Johnson, Don
Sent: Wednesday, 8 May 2019 12:08 PM
To: Santamaria, Juan; [REDACTED] Nolan, Andrew
Cc: Large, Andrew; Sanfilippo, Vince; Doug Moss; Johnson, Don
Subject: Cross River Rail Industrial

Gents

Very brief update on CRR industrial meeting this morning.

Attendees: Vince Sanfilippo, Andrew Large, Doug Moss, Iain Ward, plus Union representatives

- We:
- Presented intent for 3 EAs (Tunnel – AWU, Stations AWU & CFMEU, Mechanical and Electrical – AMWU & ETU)
 - Outlined that we were considering issuing bargaining notices

- They:
- Advised they want a single agreement but may concede to two agreements
 - Tunnel – AWU & BTG (CFMEU, ETC, AMWU, CEPI)
 - Balance of job – BTG
 - They want all subbies on project to have same conditions as JV employees. They reckon there's a mechanism to get all subs to sign duplicate agreements
 - Don't want bargaining notices sent and claim they will ignore them

All agreed to meet again this Thursday/Friday.

- Key Points:
1. BTG wants to be included in tunnel
 2. BTG seeking to exclude AWU from station boxes
 3. All subbies to earn same rates re: Project Agreement being pushed
 4. Unions do not want bargaining notices sent

Vince has briefed Matthew Martin-Jones from DA, who is the conduit to Trad's offices.

No action required. FYI only in the event of any communication from Trad's office.

Regards

Don Johnson

EGM - NSW / QLD / Major Projects / Tunnelling



Level 18, 177 Pacific Highway, North Sydney, NSW 2060,

T [REDACTED]

cpbcon.com.au

A MEMBER OF THE CIMIC GROUP



Large, Andrew

From: Sanfilippo, Vince
Sent: Thursday, 16 May 2019 1:02 PM
To: Santamaria, Juan; Johnson, Don; Jason Spears
Cc: Large, Andrew; Ward, Iain; Doug Moss
Subject: Union Meeting Update

To all,

For the purpose of immediate information sharing we have just concluded our meeting with the unions. Key points below:

- Unions present were CFMEU, ETU, CEPU, AMWU, RTBU...(no AWU)
- Their position is as follows:
 - All in project agreement is the only structure they will agree to
 - Project agreement to cover all workers on the project (including subcontractors)
 - The agreement will be as per Queens Wharf
- We pressed our views as follows:
 - The three agreement approach is the right one
 - It covers our employees
 - Subcontractors have their own agreement(s)
- We discussed the cost implications of Subcontractors being adjusted to match a project agreement (eg QW rates). Their view is that we should have known to tender that way.
- The meeting was short, and they advised they will not have another meeting with us until we agree their structure for the agreements
- We again pressed we wanted to continue discussion with multiple unions to progress the way forward....they declined unless it is as per above (their structure)
- Don and Andrew are meeting with Graeme Newton this afternoon, in the interim we have advised the DA of the meeting outcomes.

Will leave it for you gents to advise CIMIC.

Regards

Vince Sanfilippo
General Manager, QLD & PNG



Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006,

cpbcon.com.au



Toby Walthall

From: Sanfilippo, Vince
Sent: Monday, 27 May 2019 12:37 PM
To: Santamaria, Juan; Jason Spears
Cc: Johnson, Don; Doug Moss; Large, Andrew; Ward, Iain
Subject: Update from CRR Union Meeting

Hi Juan and Jason

This morning Andrew, Iain, Doug and I met with the BTG group (plus RTBU). Suffice to say that it did not go well. Key points below:

- They opened up that they have reviewed their position and wanted to reconfirm it to us:
 - They are maintaining a single project wide agreement
 - They maintain that subcontractors should be paid that (ie parity for direct and subcontract)
 - On Rates and Conditions...they have reviewed the position and ***QW rates and conditions are not good enough***
- We put forward the following:
 - We would be willing to proceed on the basis of two agreements...Tunnels and shafts (AWU) and remainder of works (all other unions other than RTBU)
 - We maintained our position on subcontractors
 - We encouraged moving to a point where we are discussing rates and conditions immediately
- The meeting did not go for long as:
 - The CFMEU left the meeting after about 10 minutes
 - The ETU left 5 minutes later
 - We continued the discussion briefly with the AMWU , Plumbers and the RTBU

From the meeting it was clear that we had given ground on the agreement structure but their position, rather than come closer, has pushed away and they upped the anti and have suggest QW rates and conditions are under done. It is evident that they are not willing to engage and this looks likely to continue. This is pushing us into a position where we have to consider issuing bargaining notices to demonstrate that we are trying to meet BPP in the current situation. This will formally establish bargaining and more detailed discussion on Rates and Conditions.

Based on the events of today we believe the way forward is as follows:

- Call the CFMEU tomorrow to try and agree to progress on the 2 agreement approach... and if so book another meeting
- If they don't want to meet we should advise that we will be issuing Bargain Notices to start the formal process
- We would send AWU off first followed by the BTG

Happy to hear your thoughts on any alternative ways forward.

Vince.

Regards Vince Sanfilippo General Manager, QLD & PNG M [REDACTED]

Toby Walthall

From: Sanfilippo, Vince
Sent: Wednesday, 19 June 2019 10:43 AM
To: graeme.newton [REDACTED]
Cc: Large, Andrew; Johnson, Don
Subject: CPB Letter to CRRDA
Attachments: CRRDA Letter 19 June.pdf

Hi Graeme,

Please find attached letter.

Regards,

Vince Sanfilippo
General Manager, QLD & PNG



Level 6, HQ South Tower, 520 Wickham Street, Fortitude Valley, QLD 4006,
[REDACTED]

cpbcon.com.au



19/06/2019

Mr Graeme Newton
Cross River Rail Delivery Authority
Level 6, 123 Albert Street
Brisbane QLD 4000


Dear Graeme,

We wish to advise the Delivery Authority that Pulse and Unity Consortia have accelerated attempts to reach an agreement with the relevant unions. On Tuesday 17 June, we requested meetings with the relevant unions for Wednesday, Thursday and Friday this week. Some unions had accepted the invitation yesterday, but this morning we have been advised that the unions were unavailable and they could not meet prior to the previously scheduled meeting for Friday 21 June.

It still may be that one union attends today's meeting and we shall advise the Delivery Authority of what occurs in this respect. To further mitigate the delay arising from the unions' unavailability, Pulse and Unity are now seeking to have the unions attend meetings over both days this weekend.

We shall keep you informed of progress.

Kind Regards
CPB CONTRACTORS PTY LIMITED



Vince Sanfilippo
General Manager – QLD & PNG

Sanfilippo, Vince

Subject: Cross River Rail EA Meeting
Location: Level 6, HQ South Tower, 520 Wickham St, Fortitude Valley Qld, 4006

Start: Mon 24/06/2019 9:30 AM
End: Mon 24/06/2019 11:30 AM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Sanfilippo, Vince
Required Attendees: peter@etu [redacted]; Beau Malone (ETU); Jade Ingham - CFMEU-Con (jingham [redacted]; rohan.webb [redacted]; joshua.thornton [redacted]; gary@plumbers [redacted]; marina.chambers [redacted]; steve.baker [redacted]; Ward, Iain; brian.robson [redacted]; Chris Butler [redacted]; dean.langridge [redacted]; Douglas.mills [redacted]

Hi Everyone,

Thanks for meeting today. As discussed, see you at this meeting next Monday.

Attached are electronic copies of the documents handed out today (21/6/19).

See you then.

Cheers

Vince

Matter	CRR Civil, M&E Offer
Wage escalations	3.5% pa
Travel	\$43 p/d - paid on days worked and RDO's
Redundancy	\$150 p/wk worked, pro rata for partial weeks works
Super	9.5% on ordinary hours (36 p/wk)
IP Cost to Employer	\$95 p/p p/m
Productivity/Site Allowance	\$8 p/hr worked
Term	4 years - max term allowed
First aid	\$2.35-\$3.65 p/d (flat allowance)
Leading Hand	\$35 - \$65 p/wk (flat allowance)
Services Trades Queensland	\$25.00 per week for plumbers engaged under this agreement
OT meal	\$19.37 pm for OT more than 2 hrs
Meal breaks	10 min + 30min shift 20 min + 30 min
Notice of Term	empr 1-4 wks + 1 if >45 based on service
TP incl Tool	\$1.5 p/hr (all purpose allowance)
Elect Cont Lic	\$65 p/wk (flat allowance)
RDO's	26 RDO's 6 fixed
Overtime (in excess of 36 ord hrs for day & night workers)	mon - sat 1.5 1st 2, 2x thereafter sun 2 x
Shift penalty rates	50% aft & night weekend shift 2x
Public holidays	paid 250% if rostered to work paid ord time if rostered but no work
Clothing Issue	SPF, hearing, eye incl prescription, helmet, gloves, boots, gumboots, dust masks, wet weather jkt, safety vest, 3 long pants, 4 long sleeve shirt
Inclement weather	Flexibility to do other work not affected, training etc 32hr cap on lost time to inclement weather 2 x for work in rain
Employee representatives	recognition of their role - access to computer, time etc limit 5 days per cal yr training leave
Family Violence	5 days unpaid, access to personal leave
Annual Leave	4 wks + 17.5% loading
Personal/Sick Leave	10 days pa paid out on redund and/or completion of project
Compassionate Leave	2 days paid
Jury Service	reimbursed diff bet jury & ord hrs for first 10 days
Parental Leave	Minimum standard is 12 months unpaid for 12 mths cont serv
DSP	model clause with 2 party consent to refer to FWC
Consultation	consult on major change to production, program, org structure, technology in relation to enterprise consult on change to roster or ord hrs
abandonment	absence for 3 days - employee right of reply in accord with recent FB decision
counselling & discipline	in line with best practice, warnings for performance/behaviour that is not serious misconduct prior to term, empee opportunity to rectify and / or respond
Probation	3 months
Relationship to award	stand alone overrides award
Continous operations clause	flexibility for cont ops such as concrete pours etc
individual flexibility	employees & employer can agree flexibility around when work is performed, OT, allowances, leave loading & compassionate leave ensuring empee is better off overall in the event no agt made.
Payment of Wages	weekly

CW Rates	
CW1	39.97
CW2	41.52
CW3	43.26
CW4	45.42
CW5	47.51
CW6	49.67
CW7	51.83
CW8	54
EW Rates	
EW1	36.82
EW2	40.72
EW3	43.11
EW4	45.51
EW5	49.15
MW Rates	
MW1	35.55
MW2	37.38
MW3	39.84
MW4	42.12
MW5	45.58
Plumber Rates	
PW1	36.82
PW2	41.4
PW3	41.55
PW4	46.16
PW5 Sprinkler Fitter	48.53

**CROSS RIVER RAIL
CIVIL, MECHANICAL AND
ELECTRICAL
GREENFIELDS AGREEMENT
2019 – 2023**

DRAFT 21/6/19 WITHOUT PREJUDICE

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1. DEFINITIONS

In this Agreement the following definitions will apply:

“Afternoon Shift” means a shift starting at or after 2.00pm and before 10.00pm, unless agreed by the parties, on any days of the week.

“Agreement” means Cross River Rail – Civil, Mechanical and Electrical Agreement 2019 -2023.

“Award” means the Building and Construction General On-Site Award 2010 (MA000020)

“All Purpose Rate” means the rate provided at Appendices A and B of this Agreement, plus any applicable all-purpose allowance as prescribed within this Agreement for ordinary hours.

“Broken Shift” means as prescribed at clause 6.3.6.

“Certificate” means any certificate provided by a recognised Registered Training Organisation provider that outlines competencies obtained.

“Client” means an organisation to whom the Employers are contracted to provide services.

“Commencement Date” means the seventh day after the Agreement has been formally approved by Fair Work Commission.

“Consultative Committee” means the committee established in accordance with this Agreement.

“Continuous Shifts Worker” means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six (6) consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

“Day Shift” means a shift starting on or after 5.00am and before 2.00pm on any days of the week, as agreed by the parties. A Day Shift may commence prior to 5.00am for reasons including, but not limited to, an earlier commencement of shift during daylight saving.

“Day Worker” means an employee engaged to commence work at or after 5.00am and before 10.00am, Monday to Friday. A Day Worker may commence work prior 5.00am for reasons including, but not limited to, an earlier commencement of work during daylight savings. For the avoidance of doubt, a Day Worker is not a Shift Worker.

“Employee” means a person employed by the Employer who performs work covered by the scope of this Agreement and is engaged in one of the Classifications at Appendices A and B.

“Employer” means CPB Contractors Pty Ltd (ABN 98 000 893 667) and UGL Engineering Pty Ltd (ABN 96 096 365 972) and has the meaning as “Employer” as defined in the Fair Work Act.

“FW Act” means the *Fair Work Act 2009* (Cth), as amended from time to time.

“FW Regulations” means regulations made under the *Fair Work Act*

“Ordinary Hours” means the ordinary hours that the Employee is required to work, being 8 hours per day, Monday to Friday inclusive, and which will average 36 hours per week worked over a 4 week cycle. However, ordinary daily hours and/or shifts may be worked outside the span of hours contained herein (see clause 6.1(b))

“Ordinary Time Hourly Rate” means the Employees base hourly rate of pay as set out at Appendices A and/or B of this Agreement.

“National Employment Standards” (NES) are minimum standards applying to employment conditions.

“Night Shift” means a shift starting at or after 10.00pm and before 5.00am, unless agreed between the parties, on any days of the week.

“Party” and “Parties” means as prescribed at clause 2.2 as the context may require.

“Project” means the) Works for the Cross River Rail Project.

“Safety Committee” means a committee established in accordance with the Work Health and Safety Act, or otherwise applicable OHS/WHS legislation.

“Shift Worker” means an Employee engaged to work continuously for five or more shifts on either Day Shift, Night Shift or Afternoon Shift and who rotates between them.

“Wage Rate”, “Base Rate of Pay”, “Ordinary Time”, or “Ordinary Time Rate” means the Employees base hourly rate of pay as set out in Appendices A and B of this Agreement.

“WHS Act” means *Work Health and Safety Act 2011 (Qld)*, *The Work Health and Safety Regulation 2011 (Qld)*, *Work Health and Safety Act 2011 (Cth)* and Associated Regulations, or otherwise applicable OHS/WHS legislation.

“WHS” means Work, Health and Safety.

“Work Health and Safety Committee” means a committee established in accordance with the WH&S Act, or otherwise applicable OHS/WHS legislation.

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2. APPLICATION OF AGREEMENT

2.1 Title of Agreement

This Agreement will be known as the Cross River Rail – Civil, Mechanical and Electrical Agreement 2019-2023 Agreement (**the Agreement**).

2.2 Parties Bound

In accordance with Section 182(3) of the Fair Work Act, the Agreement covers each of the following parties:

- CPB Contractors Pty Ltd, ABN: (ABN 98 000 893 667) (the Employer); and
- UGL Engineering Pty Ltd, ABN: (ABN 96 096 365 972) (the Employer); and
- All persons who are engaged by the Employer on the Cross River Rail – Civil, Mechanical and Electrical Agreement 2019 - 2023 for which classifications and rates of pay are prescribed by this Agreement; and
- The Australian Manufacturing Workers Union (AMWU); and
- The Australian Workers' Union (AWU); and
- The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the Plumbing Division Queensland (CEPU); and
- The Construction, Forestry, Maritime, Mining and Energy Union (CFMMEU); and
- The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Trades Union (ETU).

2.3 Scope & Application

This Agreement shall apply to surface civil, station insitu structures, plumbing, mechanical and electrical works performed by the employees of the Employer on the Cross-River Rail Project in the State of Queensland who are engaged in the classifications set out in Appendix A-D. The works on the Project that fall within the scope of this agreement are as follows and are contracted works as provided for by the D&C Deed (between the Queensland Government and Pulse) and the Project Alliance Agreement (between Cross River Rail Development Authority, Queensland Rail and UNITY) comprising;

- Surface civil and structural works;
- Mechanical and electrical works associated with the tunnel fitout of the tunnels and stations post tunnelling works;
- Mechanical and electrical works associated with provision of rail infrastructure; and
- Permanent structures within stations boxes and caverns.

2.4 Exclusions

This Agreement will NOT apply to:

- All works covered by the Cross-River Rail Tunnel and Shaft Greenfield Agreement 2019-2023;
- All work conducted on the Project relating to utilities;
- Supervisory or managerial personnel, engineers, technicians and surveyors;
- Tunnelling work involving the use of road headers, tunnel boring machines or other excavation means;
- Shaft and station box excavation and temporary support works;

- Temporary and permanent lining in tunnels, cross passages, adits and caverns;
- Tunnel and Cavern inverts;
- Security personnel;
- Traffic controllers;
- Deliveries and removal of goods, material and equipment to and from the Project;
- Work on off-site infrastructure whether associated with the Project or not;
- The offsite manufacturing or fabrication of goods, materials and equipment;
- Queensland Rail employees and associates;
- Offsite manufacturing or fabrications of material or supplies, including but not limited to all work performed at manufacturing facilities such as pre-cast concrete segments, structural steel, reinforcement cages, batch plants, other precast products and reinforcement fabrications;
- Site office/amenities/crib maintenance & servicing personnel (e.g. cleaning, waste removal, repairs);
- Persons undertaking the installation of temporary buildings and related services; and
- Warranty defects liability, repairs and/or maintenance work performed by or on behalf of the manufactures and/or distributors of goods, material or equipment provided to the Project.

2.5 Date and Period of Operation

This Agreement commences seven days after approval by the Fair Work Commission and will nominally expire four years after its approval date.

2.6 Objectives of Agreement

The provisions of this Agreement establish the relevant and necessary arrangements that are required for the successful and safe completion of the Project on time and within budget forecasts.

The fundamental objective of this Agreement is to create a framework consistent with the intent of the parties to each of the following goals:

- a) To establish an agreed set of conditions of employment;
- b) To continue to develop and implement:
 - i. Excellence in WHS – The parties are committed to acting safely to ensure a safe project and to achieving the best possible outcomes in relation to WHS, in accordance with the relevant legislation and associated regulations and codes of practice and Employer policy and procedures;
 - ii. Quality of Work – The parties are committed to delivering a high-quality project to meet the requirements of the Project whilst also meeting and exceeding related objectives of completion ahead of the program timeframe and on budget cost performance;
 - iii. Community Impact – The parties recognise the nature and location of the Project presents unique challenges and are therefore committed to minimising any negative impact upon the community arising from the Project;
 - iv. Excellence in Environmental Management – The parties recognise that the location and nature of the Project provide unique challenges in relation to environmental matters and are committed to ensuring that any negative impacts upon the environment are minimised;
 - v. Establishing effective consultative and communication processes – The parties are committed to maintaining a high standard of communication and consultation.

- a) Positive Workplace Culture – The parties recognise the importance of a positive workplace culture to achieving Project objectives. In particular the parties are committed to a culture of co-operation, communication, mutual respect and shared goals.
- b) Employee Development Legacy – The parties recognise the value of structured learning and development to project and industry success and to the job opportunities of all Employee(s) and will accordingly co-ordinate, deliver and participate in such development. This will also be in support of the Employer's Skills & Employment priorities including:
 - i. Maximising equitable employment, training and career development opportunities for all our communities – benefiting local people and valuing diversity in our workforce;
 - ii. Building skills today for the workforce of tomorrow – inspiring and providing opportunities for young people to pursue and develop careers in construction and engineering, capturing future talent and ensuring a sustainable workforce for the future;
 - iii. Developing our skills base – growing our capability and industry competitiveness through developing our workforce, delivering an enduring New South Wales skills legacy.

To avoid industrial action by following at all times the agreed disputes resolution procedure, so as to maintain a dispute-free work site culture;

To encourage affirmative participation, the Employer will, where possible, strive to increase its employment of Indigenous and/or Torres Strait Islanders, Women and Apprentices;

To pay Employee(s) fair wages and provide enhanced employment conditions;

To help Employee(s) apply a proper balance between work and family/social life; and

Legal & other Government and Client Requirements – The parties recognise the importance of adhering to all local, state and federal statutory requirements including, but not limited to: the Fair Work Act, the Building Code 2016, or if it is replaced, any successor Code, and legislative, Government and Client obligations as amended from time to time.

2.7 Commitments

The parties agree to ensure that:

- The Employer and Employee(s) work together constructively in the pursuit of an operation where people are flexible, willing to learn and contribute to their fullest;
- Employee(s) perform work as requested, provided it is within their range of skills and competence, and are provided with rewarding jobs and treated with dignity and respect;
- The efficiency measures contained in this Agreement are implemented and lead to real gains in productivity;
- The Agreement is consistent with the provisions of the FW Act and the Building Code 2016;
- The Parties comply with their work health and safety obligations and productivity gains will not be achieved at the expense of health and safety standards;
- The disputes settlement procedures provided herein are strictly adhered to; and
- The Parties will treat each other with respect and in a fair manner.

2.8 Relationship to Other Awards and Agreements

This Agreement operates subject to Chapter 2 of the FW Act to provide terms and conditions for Employer Employee(s) covered by this Agreement.

The relevant Award for purposes of applying the better off overall test to this Agreement is the *Building and Construction General On-Site Award 2010*.

This Agreement will be read in conjunction with the NES.

Where the Agreement gives an Employee an entitlement that is the same as an entitlement under the NES:

- (i) Those terms operate in parallel with the Employee's NES Entitlement, but not so as to give the Employee a double benefit; and
- (ii) The provisions of the NES relating to the NES entitlement apply, as a minimum standard, to this Agreement entitlement.

2.9 No Extra Claims

The Parties Bound to 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.

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

- a) Pursue any claims for additional benefits or obligations (whether or not known at the time the Parties entered into this Agreement). This includes but is not limited to any claims in excess of the provisions of this Agreement and/or claims relating to changes arising from award variations or decisions of a statutory body; and
- b) Take industrial action in support of extra claims, award or over award, for the duration of this Agreement. For the avoidance of doubt, Employee(s) and/or the Union will not engage in industrial action for the purpose of advancing any claims whatsoever, including any claims in excess of the provisions of this Agreement, or against the Employer in respect of the employment of Employees.

3. CONDITIONS OF EMPLOYMENT

3.1 Continuous Operations

The Parties recognise that the construction activities on the project present unique operational requirements that may require operations to continue without interruption.

Specifically, the Parties agree that continuous operations (twenty-four hours a day, seven days a week) and work flow be maintained on the Project, including but not limited to the following area of activity:

- a) Critical concrete pours;
- b) Critical works undertaken during rail possessions;
- c) Operations involving rail and or traffic safety management;
- d) Pumping and dewatering activities;
- e) Work required to stabilise any excavation against collapse;
- f) Any activity that may affect the operating integrity of plant that supports the areas of continuous operations listed above; and
- g) In such cases, appropriate safe staffing of equipment will be required.

The parties agree that continuous operations in these areas referred to above will include continuing to operate in periods of inclement weather, provided that WHS requirements of this Agreement and relevant legislation are met.

Notwithstanding anything contained in this clause, the Employer will endeavour to establish roster(s) that promote a work-life balance culture and assist in limiting the causes of fatigue in the workplace.

3.2 Workplace Flexibility

Workplace flexibility is a condition of employment. Employees will be multi-skilled and are to work in a completely flexible manner to perform works as directed by the Employer. All Employees will be required to perform a diverse range of functions within their level of skill and competence as determined by the Employer. There will be no demarcation, restrictions or limitations on the performance of work whatsoever, including or between traditional, trades, occupations, vocations or callings.

The Employer may direct the Employee, and the Employee will be obliged to carry out such duties (including duties of a lower or higher classification) that are within the limits of the Employee's skill, competence and training as determined by the Employer and any such direction issued by the Employer will be consistent with the Employer's responsibility to provide a safe and healthy work environment.

Employee(s) may be required to carry out work that they do not normally perform to satisfy the Employer's requirements and/or to overcome other operational problems, provided that the employee has the required skills to perform the relevant work.

The Employee may be required to work reasonable overtime or shift work in excess of the Ordinary Hours during the working week and at weekends.

As part of the Employer's strong commitment to the long term future of the industry, the Employer will deliver recognised and accredited training to personnel who show aptitude and ability.

3.3 Individual Flexibility

- a) The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of the Agreement in relations to 1 or more of the following matters:
- (i) arrangement about when work is performed;
 - (ii) the requirement by the Employer to work overtime;
 - (iii) allowances;
 - (iv) leave loading; and
 - (v) Compassionate Leave
- b) The arrangement meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in paragraph a) above; and
- c) The arrangement is genuinely agreed to by the Employer and Employee.

3.3.1 The Employer will ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under Section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under Section 194 of the Fair Work Act 2009; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

3.3.2 The Employer must ensure that the individual flexibility agreement:

- a) is in writing; and
- b) includes the name of the Employer and Employee; and is signed by the Employer and Employee or a parent or guardian of the Employee if the Employee is under 18 years of age, and
- c) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- d) states the day on which the arrangement commences.

3.3.3 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

3.3.4 The Employer or Employee may terminate the individual flexibility arrangement:

- a) The agreement must not require the approval or consent of a person other than the Employer and Employee.
- b) The agreement may be terminated:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Employer and Employee agree in writing – at any time.

3.4 Project Code of Conduct

Employee(s) are to adhere to the Employer's general 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, when in the local community and whilst travelling or being transported to and from the Project. Employees must comply with any policies and procedures that the Employer may implement as a lawful direction of the Employer.

Refusal to comply with any lawful instruction may result in disciplinary action. Each Employee is accountable for:

- complying with appropriate Project environmental and safety and health regulations, policies, procedures and practices and for taking responsibility for their own personal safety and that of their work colleagues; including properly using all appropriate protective clothing and equipment provided by the Employer;
- 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).

Employees must follow all lawful instruction given by the Employer. Should any Employee not be able to perform the assigned task for any reason whatsoever, it is the Employee's duty to inform the Employer immediately. Employees will:

- a) Be ready, willing and available to perform work, including shift work, weekend work and reasonable overtime, as required by the Employer to best meet the needs of the Project;
- b) Wear and maintain any clothing, personal protective equipment or uniform provided by the Employer while on the Project;
- c) Be ready to commence work at the commencement of paid working time in a fit for work condition;
- d) Comply with any time keeping system implemented by the Employer;
- e) Undergo training as required;
- f) Undertake periodical medical examinations in accordance with the Employer's requirements to determine fitness for work/treatment for injury management and rehabilitation purposes that is relevant to the project as directed.
- g) Implement changes to work practices and methods designed to improve performance;

- h) Support and actively co-operate in all formal and informal programs initiated by the Employer to improve productivity increase efficiency and flexibility, improve the effectiveness of operations, and reduce costs;
- i) Comply with the disputes and grievances procedure as set out in this Agreement; and
- j) Comply with and participate in all safety programs and/or safety management systems as in place from time to time.

3.5 Consultation

This clause 3.5 applies where the Employer:

3.5.1

- a) has made a definite decision to introduce a major change to production, program, organization, structure or technology in relation to its enterprise and the change is like to have a significant effect on the Employees (see Clauses 3.5.2 to 3.5.7 below); or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employee(s) (see clause 3.6 below).

3.5.2 The Employer must notify the affected Employee(s) of the decision to introduce the major change.

3.5.3 The affected Employee(s) may appoint a representative for the purposes of the procedure in this clause.

3.5.4 If the affected Employee(s) appoint a representative for the purposes of consultation, and the Employee(s) advise the Employer of the identity of the representative, the Employer must recognise the representative.

As soon as practicable after making its decision, the Employer must:

- a) discuss with the affected Employee(s):
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Employee(s); and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employee(s); and
- b) for the purposes of the discussion provide, in writing, to the affected Employee(s):
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employee(s); and
 - (iii) any other matters likely to affect the Employee(s).

3.5.5 The Employer is not required to disclose confidential or commercially sensitive information to the affected Employee(s).

- 3.5.6** The Employer must give prompt and genuine consideration to matters raised about the major change by the affected Employee(s).

If a term of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Project, the requirements set out in clauses 3.5.2, 3.5.3 and 3.5.4 are taken not to apply.

- 3.5.7** In this term, a major change is likely to have a significant effect on Employee(s) if it results in:
- a) the termination of the employment of the Employee(s); or
 - b) major change to the composition, operation or size of the Employer's workforce or to the skills required of their Employee(s);
 - c) the elimination or diminution of job opportunities (including the opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain Employee(s); or
 - f) the need to relocate Employee(s) to another workplace; or
 - g) the restructuring of jobs.

Significant effects include potential termination of Employee(s). For avoidance of doubt, this does not limit or have the effect of limiting the right of the Employer to make decisions about redundancy, demobilisation or redeployment of Employees based on operational requirements.

3.6 Change to Regular Roster or Ordinary Hours of Work

The Employer must notify the affected Employees of the proposed change to the regular roster or ordinary hours of work of those Employees.

The affected Employees may appoint a representative for the purposes of the procedures in this term.

If the affected Employee(s) appoint a representative for the purposes of consultation, and the Employee(s) advise the Employer of the identity of the representative, the Employer must recognise the representative.

As soon as practicable after proposing to introduce the change, the Employer must:

- a) Discuss with the affected Employee(s) the introduction of the change;
- b) For the purposes of the discussion – provide to the affected Employee(s):
 - i All relevant information about the change, including the nature of the change;
 - ii Information about what the Employer reasonably believes will be the effects of the change on the affected Employee(s); and
 - iii Information about any other matters that the Employer reasonably believes are likely to affect the Employee(s); and
- c) Invite the affected Employee(s) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

However, the Employer is not required to disclose confidential or commercially sensitive information to the affected Employee(s).

The Employer must give prompt and genuine consideration to matters raised about the change by the affected Employee(s).

3.7 Contract of Employment

3.7.1 Employee(s) will be employed on a full-time, part-time, specified task/s or casual basis.

3.7.2 At the time of their engagement, the Employer will inform each Employee of the terms of their engagement.

3.7.3 Part-time employment will be by Agreement between the Employer and the Employee. A part-time Employee will be an Employee who works fewer than 36 ordinary hours per week, and has reasonably predictable hours of work. For each ordinary hour worked, a part-time Employee will be paid no less than 1/36th of the Wage Rate for the relevant classification, and pro-rata entitlements for those hours. The Employer will inform a part-time Employee of the ordinary hours of work and the starting and finishing times.

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

- (i) That the Employee may work part-time;
- (ii) The hours to be worked by the Employee, the days upon which the hours will be worked, and commencing times for the work (work performed outside of the agreed hours will be paid at applicable overtime rates);
- (iii) The classification in Appendix A - D as relevant that applies to the work to be performed; and
- (iv) The period of part-time employment.

3.7.4 The terms of a part-time agreement may be varied, in writing, by consent. A copy of the agreement and any variation to it will be provided to the Employee by the Employer.

3.7.5 Employees may be engaged for a specified period and/or specified tasks.

3.7.6 A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular or systematic. When a person is engaged for casual employment the Employee will be informed in writing that the Employee is to be engaged as a casual, the job to be performed, the classification level and the relevant rate of pay.

3.7.6.1 A casual Employee will be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except, for example, entitlements not provided to casual Employees such as annual leave, paid personal/carer's leave, paid compassionate leave, redundancy and termination benefits.

3.7.6.2 On each occasion a casual Employee is required to attend work, the Employee will be entitled to payment for a minimum of four (4) hours' work, plus the relevant travel allowance as provided for in clause 5.4 of this Agreement, as applicable. Except in the case of Inclement Weather.

3.7.6.3 A casual Employee is one who is engaged on an hourly basis. A casual loading of 25% shall be paid. The casual loading is paid in lieu of annual leave, personal leave, other paid leave and public holidays, as contained in this agreement. In calculating overtime payments for a casual Employee, the following will apply: base Wage rate then 25% loading and then the relevant overtime rate/loading.

3.7.7 A Full-time Employee is an Employee engaged for a minimum average of 36 ordinary hours per week plus any reasonable additional hours as required by the Employer. Full-time Employee(s) will be engaged on a weekly contract of employment.

3.8 Probation Period

- a) The Employee’s employment with the Employer will be subject to a three (3) months probationary period commencing from the date of commencement of employment. During which time, the suitability for the position will be assessed.
- b) Despite clause 3.9, or for any reason, an Employee’s employment may be terminated at any time during the probationary period by either party giving one week’s notice of termination or at the Employer’s sole discretion, payment or forfeiture in lieu of such time.

3.9 Termination of Employment

Employment may be terminated by an Employee or the Employer by giving the following notice:

Employee’s Period of Continuous Service with the Employer	Actual Period of Notice required to be Provided
Not more than 1 year	1 weeks’ notice
More than 1 year but not more than 3 years	2 weeks’ notice
More than 3 years but not more than 5 years	3 weeks’ notice
More than 5 years	4 weeks’ notice

- a) In addition to the notice set out above, an Employee over 45 years old at the time of notice of termination is given and the Employee has completed at least two (2) years of continuous service with the Employer, the Employee will be entitled to an additional one (1) weeks’ notice.
- b) Sub clause 3.9 and 3.9(a) above will not apply to Employee(s) who are engaged for a specified task(s), or on a casual basis.
- c) Following the giving of notice of termination by either party, the Employer may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay or part thereof, due to the Employee for the remainder of the notice period as an alternative to requiring the Employee to work out the notice period.
- d) Termination of all casual engagements shall require eight (8) hours’ notice on either side of an engagement or the payment or forfeiture of eight (8) hours pay, as the case may be.
- e) Where an Employee resigns without giving the required notice, or gives notice but leaves before the end of the notice period, the Employee will forfeit payment for the notice period (or that part of the notice period not worked), from any money owed by the Employer.

- f) Employees will only be entitled to payment up to and including their last day of attended work where the Employee has abandoned their employment.
- g) Notwithstanding the notice provisions of this clause, the Employer retains the right to summarily terminate an Employee's employment without notice or pay in lieu of the notice for serious or wilful misconduct, in which case an Employee will only be entitled to be paid for the time worked up to dismissal.
- h) For the purpose of this Agreement, serious misconduct includes, but is not limited to, any serious or persistent breach of this Agreement or the Employer's policies, dishonesty, fraud, theft, breach of serious safety procedures/policy/protocols, wilful damage to Employer property harming or threatening co-workers, breach of the Employer's alcohol and other drugs in the workplace policy, workplace smoking policy, gross negligence, unauthorised or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement.
 - i) If an Employee loses their driver's licence or other relevant qualification and this prevents the performance of an Employee's duties, the Employee may elect to take accrued annual leave for the period during which the Employee is unable to perform their duties, however;
 - (i) if the accrued annual leave available to the employee is insufficient to cover the period during which the Employee is unable to perform the duties; or
 - (ii) the Employee does not elect to take such accrued leave, the employment may terminate through frustration in which case the Employer is not required to give notice or make payment in lieu of notice; or
 - (iii) make any other payment on termination other than those, if any, required by statute.
 - (iv) Before the Employer initiates or makes a decision to terminate under this clause, and at the sole discretion of the Employer, a review of leave without pay and/or retraining will be conducted prior to the Employee being terminated.

3.10 Absence from Work

- a) Employee(s) have a responsibility to notify the Employer of any absences from work. Unless a provision of this Agreement or the FW Act states otherwise, an Employee not attending for duty loses their pay for the actual time of such non-attendance.
- b) This clause 3.10 applies where the Employer is unaware of the reasons for an Employee's absence or believes an Employee no longer wishes to work for the Employer. For the avoidance of doubt, the Employer will not take action against an Employee who is entitled to be on leave or absent under the NES or this Agreement.
- c) The Employer will make a genuine effort to contact the Employee. If the Employer is able to contact the Employee, the Employer will require the employee to provide substantive justification for their absence. The Employer reserves the right to take disciplinary action where this explanation is not satisfactory.
- d) Where the Employer is unable to communicate with an Employee, having attempted to use all available methods to contact the Employee and provide them with an opportunity to give an

explanation to the Employer for their absenteeism, the matter will be dealt with pursuant to clause 3.9(g).

3.11 Standing down of Employees

- a) Despite anything elsewhere contained in this Agreement. The Employer, in accordance with the FW Act, will have the right to deduct payment for any day (or part of a day) an Employee cannot be usefully employed because of industrial action.
- b) Nothing in this clause will be taken to mean that payment, including leave payments, will be made for time engaged in industrial action.
- c) In the event that latent geological conditions, or breakdown of machinery or equipment where the Employer cannot reasonably be held responsible, may require the Project to be suspended, the Employer may take the following steps;
 - i. The Employer will consult with affected Employee(s) regarding the possibility of suspension, and
 - ii. The Employer will take all reasonable steps to explore all possible options to ensure the Project continues.

Once steps 1 and 2 have been taken, the Employer has the right to stand down and Employee without pay for any day or part of a day for which the Employee cannot do work due to any cause for which the Employer cannot reasonably be held responsible in accordance with Section 524 of the FW Act.

3.12 Dispute Prevention and Settlement Procedure

- a) The Parties Bound agree to use their best endeavours to prevent industrial disputes. However, if a dispute arises then the Parties Bound will attempt to resolve the dispute as quickly as possible and continue to work without interruption or disruption while the dispute is being resolved. No party will be prejudiced as to final settlement of the dispute by continuance of work under the dispute settlement procedure in this Agreement.
- b) This clause (3.12) applies to a dispute or grievance or claim about the interpretation or application of this Agreement or the National Employment Standards (NES) (except s65(5) and s76(4) of the FW Act). It does not apply to a dispute or grievance or claim about safety issues, unless they relate to the interpretation or application of this Agreement or the NES.
- c) While the dispute settlement procedure in this clause (3.12) are being followed, the Parties must ensure that industrial action does not occur, the circumstances that existed prior to the dispute or grievance or claim prevail, and work continues as normal without detriment to any of the Parties. The Parties acknowledge the value of open communication and mutual respect when resolving a dispute or grievance or claim and will apply both during dispute resolution.
- d) For the purposes of this clause 3.12:
 - (i) Any reference to Employee(s) also includes any person or delegate the Employee(s) has chosen to support or represent the Employee(s) throughout this dispute prevention and settlement process; and

- (ii) Any reference to the Employer also includes any person or organisation the Employer has chosen to support or represent the Employer throughout this dispute prevention and settlement process.
- e) The Parties are committed to the promotion and development of a harmonious workplace based upon consultation, collaboration and co-operation and it is agreed that the following dispute prevention and settlement procedure will apply on the Project to assist the Parties to efficiently resolve issues so that no industrial lost time occurs:
 - (i) As soon as practicable, the Employee(s) with a concern or dispute will first meet and confer with their immediate supervisor. Employee(s) may appoint another person or delegate to support or represent them at any stage of discussions and/or the dispute procedure to resolve the concern or dispute;
 - (ii) If the matter is not resolved at such a meeting, the Employee(s) will arrange further discussions involving the Project Manager as appropriate;
 - (iii) If the matter remains unresolved, the Employee(s) grievance will be referred to the Employer Employee Relations Manager, or their delegate for resolution, who will consult with the Project Director as appropriate.
- f) If still not resolved, the matter may be referred to the Fair Work Commission (FWC) for conciliation, then arbitration for resolution. Both parties to the dispute must consent to refer the matter to the Fair Work Commission. The decision made by the FWC will be binding to both the Employer and affected Employee(s), subject to either party exercising a right of appeal against the decision to a Full Bench of the FWC.
- g) The Employer and any party bound to this Agreement reserve the right to be legally represented for any matter before the FWC.
- h) Nothing in this clause 3.12 will affect the ability of the Employer to terminate an Employee pursuant to the termination Clause(s) in this Agreement.
- i) Any decision or outcome or suggested resolution of a grievance under this clause 3.12 will not be inconsistent with the Building Code 2016, or if it is replaced, any successor Code, or legislative obligations.
- j) In order to facilitate the resolution of concerns or disputes:
 - (i) The party with the concern or dispute must notify the other party at the earliest opportunity of the problem;
 - (ii) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
 - (iii) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties to the dispute must co-operate to ensure that the disputes prevention and settlement procedures are carried out as quickly as possible; and
 - (iv) It is agreed between the Parties to this Agreement that normal work will continue whilst any dispute is being resolved.

- k) Disputes or grievances about safety issues must be isolated from industrial matters and will not be dealt with according to the procedures set out in this clause 3.12. Such safety issues are to be dealt with under clause 4.4. However, an issue of non-compliance with the processes in clause 4.4 may be raised under this clause 3.12.

3.13 Counselling & Disciplinary Procedure

3.13.1 This procedure is to be followed for all disciplinary cases of unsatisfactory performance (includes absenteeism) or conduct, or for breach of procedures including, but not limited to safety, environmental, sexual harassment and workplace bullying. This procedure will not apply to Employee(s) engaged on a probationary basis.

3.13.2 In order that a work culture of integrity and mutual trust is maintained, Employee(s) and the Employer will abide by the procedure outlined below. At the request of the Employee, the Employee may choose to be represented at any stage of the counselling and disciplinary process by a representative of their choice.

3.13.3 Step 1 – Verbal Warning/Counselling

Where the Employer has a first concern regarding the performance, attendance and/or conduct of an Employee, the following procedure will apply:

- a) An explanation of the concern and the performance and/or conduct expectations of the Employer will be given;
- b) The Employee will be given an opportunity to provide an explanation;
- c) The Employer will consider this explanation and any relevant facts;
- d) If the Employer considers that the Employee's explanation is not reasonable, the Employee will be reminded of this procedure and that this is the first warning. At that time the Employer will inform the Employee that failure to correct the performance and/or conduct, or any other problems with the Employee's Performance or conduct may lead to further warnings; and
- e) The warning is to be documented and a copy provided to the Employee;
- f) The Employee under counselling will be made aware of the standards of improvement in performance and/or conduct that are to be made.

3.13.4 Step 2 – Written Warning/ Improved Performance

If the Employee fails to meet agreed standards of improvement in accordance with Step 1, or if the Employer has a second concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards or performance and/or conduct, this step (2) will be taken:

- a) The Employer will explain its concern with the standards of performance and/or conduct of the Employee;
- b) The Employee will be given an opportunity to provide an explanation;

- c) The Employer will consider this explanation and any relevant facts;
- d) If the Employer considers that the Employee's explanation is not reasonable, a written warning is to be given referring to the first warning (at Step 1) and the opportunity previously given for improvement. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances of poor performance and/or conduct will lead to dismissal without further warning; and
- e) The written warning will also provide feedback to the Employee on how to improve their performance and/or conduct.

3.13.5 Step 3 – Dismissal

If the Employee has failed to meet reasonable agreed standards of improvement in relation to their performance, attendance and/or conduct, or if the Employer has a third concern about the performance, attendance and/or conduct of the Employee regarding reasonable standards of performance and/or conduct, the following process will be taken:

- a) The Employer will explain its concern with the Employee's performance and/or conduct;
- b) The Employer will give the Employee an opportunity to provide an explanation;
- c) The Employer will consider the explanation and any relevant facts; and
- d) If the Employer considers that the Employee's explanation is not reasonable, notice of dismissal may be given by the Employer.

3.13.6 While in most cases each step of the procedure will be followed in sequential order, in certain cases serious breaches of procedures may result in an Employee going straight to Step 2 or Step 3 of this procedure.

3.13.7 This procedure does not take away the right of the Employer to dismiss an Employee without notice for serious or wilful misconduct (refer to clause 3.9(g)(h)) or the right of an Employee to seek advice from their nominated representative at any stage of the above procedure.

3.14 Workplace Reform/ Consultative Mechanisms

- a) The Parties to this Agreement agree that effective consultation processes are essential for continuous workplace reform and that Employee(s) will be appropriately consulted in respect of issues that impact on their employment conditions.
- b) The Parties agree that a Consultative Committee will be established on the Project, and will normally comprise of equal numbers of management and employee representatives.
- c) The Project Consultative Committee will deal with issues referred to them in relation to this Agreement. A meeting program for the Project Consultative Committee will be developed at the commencement of the Project.

- d) The consultative committee will meet monthly or as agreed by the members of the committee. The chairperson will be responsible for issuing agendas and taking minutes.
- e) The consultative committee's primary charter is to ensure good communication between the Parties Bound concerning relevant issues that may affect the Project and the Employees, provided that the Employer is not required to disclose confidential or commercially sensitive information to relevant Employees.
- f) Separate to the consultative committee process, the Employer must consult with the Employees about major workplace changes that are likely to have a significant effect on the Employees.
- g) The Employer will provide appropriate training to ensure that Project Consultative Committee members can participate in the consultative process.

3.15 Anti-Discrimination, Equal Employment Opportunity and Sexual Harassment

- a) The Employer is committed to complying with its obligations under anti-discrimination legislation and preventing unlawful discrimination and harassment within the workplace.
- b) The Parties to this Agreement have an obligation to comply with sex discrimination and anti-discrimination legislation. the Employer expects all Employee(s) to comply with its policies and procedures including those dealing with harassment and discrimination in the workplace and the Project Work Rules.
- c) Any breach of the Employer discrimination and harassment policies will be treated by the Employer as a very serious matter and depending on the circumstances, may result in dismissal.

4. WORKPLACE HEALTH AND SAFETY

4.1 Safety Commitment

- a) The Parties will comply with all the obligations arising under the prevailing and relevant Acts, Regulations, Code of Practice and the Employer's policies and procedures.
- b) All Employee(s) are required to contribute positively to Project safety, including raising concerns regarding safety with the Employer.
- c) The Parties are committed to ensuring that WHS issues are managed and approached in a genuine way. For clarity, WHS issues will be dealt with separately from disputes and grievances related to industrial and related matters (which are dealt with under clause 3.12 of this Agreement).

4.1.1 Project Inductions

- a) At the commencement of their first working day on the Project, all Employees will attend a Project Induction that includes Project safety procedures. The inductions will be presented by an Employer representative. For the avoidance of doubt, union officials, delegates, or other representatives of a building association will not be permitted to facilitate or administer induction processes.
- b) The Employer will not allow any Employee engaged on the Project to commence work until they have demonstrated, to the Employer's satisfaction, a clear understanding of the issues raised during inductions.
- c) Employee(s) are required to have, and provide a copy of their Construction Induction Certificate (e.g. White Card), before commencement, as evidence of general industry safety induction before undertaking the project Induction.

4.1.2 Induction Training

All Employees will receive an induction on or before their commencement on the Project that details issues including:

- Project Overview;
- Relevant Workplace Health and Safety, Quality and Environmental Procedures and expectations;
- Code of conduct and workplace behaviour expectations;
- Project/Site layout;
- Respectful interface with community and road users; and
- Work procedures.

On the successful completion of the Project Induction training program, Employee(s) will be issued with an identification card which they must carry at all times.

4.2 Health & Safety Committee

- a) The Employer will establish a Health & Safety Committee on the Project as appropriate in accordance with the *Work Health and Safety Act 2011* and corresponding Regulations.
- b) When requested, Health and Safety representatives and deputies will be elected in accordance with Division 3 Subdivision 4 of the *WHS Act 2011*, for a determined and agreed work group of which the Employee is a member.
- c) When requested, a Project Health and Safety Committee will be established in accordance with Division 4 of the *WHS Act 2011*.

4.3 Fitness for Duty

- a) The parties to this Agreement are committed to providing a safe, healthy and productive work environment. As part of this ongoing commitment, all Employee(s) and prospective Employee(s) will be required to undertake medical examinations at the Employer expense, prior to commencement of or during the course of their employment on the Project and participate in tests for alcohol and other drugs as required during their deployment on site.
- b) For safety reasons, and subject to any applicable WHS legislative requirements, Employee(s) will need to be clean shaven while performing any work requiring a dust mask under this Agreement on the Project.

4.3.1 Alcohol and Other Drugs

- a) The Parties to this Agreement are committed to creating and maintaining an environment where people recognise the health and safety risks of misusing alcohol and/or drugs in the workplace.
- b) The Parties will comply with the requirements prescribed in applicable legislation, policies and procedures of the Employer, and site safety rules, in relation to alcohol and other drugs. These requirements will include, for example, alcohol and other drugs testing of Employee(s).
- c) Employee(s) who fail to comply with these requirements in relation to alcohol and other drugs (which may, depending on the circumstances, constitute serious and wilful misconduct), will be subject to disciplinary action in accordance with clause 3.13 of this Agreement.
- d) Employee(s) bound by this Agreement who require assistance and support with alcohol and/or other drugs issues, will have access to the Employer's employee assistance program or any other similar support service.

4.3.2 Readiness for Work

The Employer is committed to promoting the safety, health and wellbeing of its Employee(s). The Employer will adopt a readiness for work procedure which includes effective strategies for the identification and management of fatigue, fitness for work, alcohol and other drugs.

4.3.3 Electronic Devices

- a) 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. Cameras and the taking of photographs is not permitted by Employee(s) anywhere on the Project, unless with written prior authorisation from the Employer.
- b) For clarity, these devices will not be used in the normal course of work, unless it is a requirement of the Employee's role, including whilst operating equipment, machinery and vehicles. The unauthorised use of electronic devices in the normal course of work can result in disciplinary action which may include summary dismissal under clause 3.13.

4.3.4 Non-Smoking

- a) In the interests of work health and safety, non-smoking areas will be identified by the appropriate prohibition symbol and Employee(s) will be required to comply with the Project's smoke-free workplace policy.
- b) Employee(s) found smoking in non-smoking areas will be subject to disciplinary action in accordance with clause 3.13 of this Agreement.

4.4 Safety Disputes Procedure

- a) This procedure will be in accordance with the Work Health and Safety Act and corresponding Regulations. Parties will make all reasonable efforts to achieve a timely, final and effective resolution of the unsafe situation in accordance with this procedure.
- b) Where an Employee becomes aware of an unsafe situation, the Employee must rectify the situation, if it is within their competence, is safe to do so and report the matter to management.
- c) If a safety problem has been identified in a particular work area, the Work Area Health & Safety Committee will inspect the area with a management representative(s) and they will determine the appropriate action to be taken.
- d) Employee(s) who have a reasonable concern of an imminent risk to health and safety will afford the Employer an opportunity to redeploy them to a safe working area before ceasing work.
- e) Work will cease only in areas immediately affected by a reasonable concern as to the existence of an imminent risk to health and safety.
- f) Work in other areas will continue without interruption, and all Employee(s) will remain available on site to carry out work in areas not immediately affected and/or to carry out rectification works.
- g) Priority is to be given to safety rectification.
- h) No Employee will be required to work in any unsafe area or situation, as determined and agreed between the work area management representative in conjunction with the work area Health & Safety Committee representative(s).
- i) Should a safety dispute arise over whether one or more work areas are safe or not, the Employer and Employee(s) agree the following procedure will apply:

1. Where the situation cannot be rectified, immediate inspection of the affected area(s) will be carried out by Project Management and a Health & Safety Committee representative(s);
 2. As safety rectification work is agreed for any area, all Employee(s) will immediately commence such rectification work;
 3. Upon verification that such rectification has been completed, normal work will resume progressively in any area;
 4. Employee(s) will not leave the Project site unless directed to so by the Employer.
- j) For the sake of clarity, WHS policies and procedures are not intended to be incorporated in this Agreement and can be amended by the Employer as required, for example in the event of the WHS Act and Regulations are replaced or amended.

4.5 Clothing & PPE

4.5.1 Mandatory Equipment

- a) Employee(s) will be provided, on commencement of employment, with a safety helmet, safety gloves and eye protection/safety glasses that meet Australian Standards.
- b) The safety helmet and other items of personal protective equipment provided must be worn at all times as instructed during the site induction process. Helmets must not be painted, drilled or modified in any way, including any other paraphernalia not approved by the Employer.
- c) Employees will be required to wear such clothing or equipment at all times as directed and/or required by the Employer. Any breach of this provision will give rise to disciplinary action. Disciplinary action taken under this clause may include verbal or written warnings, suspension without pay of up to one week and termination of employment.
- d) Safety footwear will be supplied as soon as practicable upon the commencement of employment. Damaged and/or worn footwear and/or helmets will be replaced on a fair wear and tear basis, provided they are produced to the Employer for inspection.

4.5.2 Job Related Equipment

The Employer will provide all necessary safety protective clothing, equipment and materials for use on specific work tasks as follows:

- Factor 30+ protective sunscreen;
- Hearing protection e.g. ear plugs/muffs;
- Eye protection, including, as approved by the Employer, prescription safety glasses or safety glasses that fit over prescription glasses, that meets Australian Standard;
- Safety gloves, that meets Australian Standard;
- Safety boots (replaced as a result of fair wear and tear);
- Gumboots; (as required)
- Dust masks;

- Wet weather jacket; (as required)
- Safety vests;
- Long trousers;
- Long Sleeve shirt;

When an Employee who has been issued with the required protective safety equipment is found not to be wearing/using it on the job then the following disciplinary procedure will be adopted:

- a) Verbal warning(s);
- b) Written warning;
- c) Eight (8) hours suspension without pay; and finally
- d) Employment terminated.

This disciplinary procedure will not be unreasonably applied.

An Employee who wilfully damages or defaces personal protective equipment must replace it at their own cost and the disciplinary procedure in this clause will apply.

Notwithstanding the above, the Employer reserves the right to exercise appropriate discretion in relation to some or all of the steps set out in the disciplinary procedure included in this clause.

4.5.3 Clothing

The Employer will provide Employees with the following items of clothing to be worn while at work, which will be replaced as a result of fair wear and tear, provided they are produced to the Employer for inspection.

A set of clothing will consist of:

- Three (3) pairs of long trousers; and
- Four (4) high visibility long sleeve shirts.

4.6 Inclement Weather

Inclement weather means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employee(s) exposed thereto to continue working whilst the same prevail.

The Employer and Employee(s) will develop and implement procedures to ensure that productive work continues whenever and wherever it is safe and reasonable to do so.

In order to improve this area of lost productivity the following will apply to all Employee(s):

- a) Employee(s) 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, and the Employer provides, where necessary, transport;
- b) The Employer and Employee(s) agree to adopt measures that involve a reasonable approach as to what constitutes inclement weather;

- c) The Employer and Employee(s) agree to the use of non-productive time arising from inclement weather for structured, relevant and meaningful training, skills enhancement and learning applications. Where this cannot be achieved, Employees will not unnecessarily be kept on site;
- d) Non-productive time arising from inclement weather can be used for monthly Project briefings;
- e) Non-productive time arising from inclement weather can also be used for safe work procedure briefings and discussion of major work activities.
- f) The Employer and Employee(s) acknowledge that in the case of operators of plant with enclosed cabins, work will continue, subject to compliance with safe working procedures;
- g) The Employer and Employee(s) are committed to an early resumption of work following any cessation of work which may arise from inclement weather;
- h) 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 Employee(s) not so affected will continue working in accordance with the appropriate Agreement provisions, regardless that some Employee(s) may be entitled to cease work due to inclement weather;
- i) All Employee(s) must be available to clean up and dewater relevant work areas as directed by the Employer and/or the Health & Safety Committee following inclement weather, regardless of classification.
- j) Where the Employer determines that an Employee is not able to perform any work because of Inclement Weather, a full-time and part-time Employee shall be entitled to payment by the Employer for ordinary time lost through inclement weather and the effects of inclement weather for up to 32 hours in each calendar month (non-cumulative). This payment is subject to the Employee remaining on site in readiness to work.
- k) After four (4) hours after the cessation of work from inclement weather the Employer may release employees for the remainder of the day, if information indicates that inclement weather will continue.
- l) Where the maximum of 32 hours pay in any 4 week period is reached and an Employee cannot resume work because of Inclement Weather, the Employer will be entitled to stand down the Employee without pay until such time that the Employee is able to resume work, provided that the Employee may access accrued annual leave or accrued RDOs during the stand down period.
- m) Critical Work in Rain – the Employer and Employee(s) understand and accept that there may be occasions where certain critical work must be performed in the rain. Critical work includes but is not limited to: completion and protection of concrete pours, traffic control, supply of material to site, spoil operations, critical shutdown activities, emergency work, any work required to ensure safety or environmental legal compliance.

Where an Employee is required and directed by the Employer to perform critical work in inclement weather, the following will apply:

- a) Such work will be conducted subject to appropriate safety procedures being in place;
- b) Employee(s) will be provided with wet weather gear, as appropriate;
- c) Employee(s) will be provided with safety equipment and respite to minimise the impact of work in the rain;

- d) On completion of work in the rain and where it is expected that rain will cease in a timeframe where meaningful work can be undertaken:
 - (i) Employee(s) may be provided with additional dry clothing to allow ordinary work to continue; or
 - (ii) With the approval of the relevant area Superintendent, Employee(s) who carry out critical work in the rain and who get wet as a result may be allowed to go home when critical work is completed.
 - (iii) Employee(s) who are sent home with the approval of the Superintendent within their ordinary time hours, will be paid 8 hours at their ordinary rate of pay. Employee(s) who are sent home with the approval of the relevant area Superintendent after completing their ordinary hours but prior to the end of their normal rostered shift will be paid for actual hours worked.
- e) Such critical work performed in inclement weather will be paid at the rate of double the Employee's ordinary Wage Rate.

4.7 Learning and Development

- a) The Employer will provide structured training, development and assessment for new entrants to the industry to offset skills shortages and ensure career progression opportunities are available, e.g. progression from new entrant to unskilled to semi-skilled to skilled, including developing individuals and teams in support of the Project employment priorities.
- b) The Employer will provide skills enhancement for Employee(s) via a range of methods including but not limited to coaching, mentoring, exposure and competency based training model.
- c) Training will be relevant and delivered in a suitable forum including Toolbox meetings and structured training programs. Where possible, training will result in a Nationally Recognised Statement of Attainment.
- d) This Learning and Development program will provide Employee(s) with industry wide recognised portable skills which will facilitate the development of their career path.
- e) In line with the Employer's commitment to providing each employee with quality training to assist them in the performance of their functions on the Project, the Employer may schedule mandatory training for employees in accordance with this clause.
- f) Employees required to attend training will be paid for the time spent training at the employee's Ordinary Time Hourly Rate (excluding allowances). Such training will be conducted during ordinary hours.

4.8 Traineeships

- a) As part of its commitment to the long-term future of the industry, the Employer may engage Trainees. Trainees will be engaged in either a Certificate II traineeship or a Certificate III traineeship.

- b) A Certificate II traineeship will be of two (2) years duration and will consist of no less than 16 modules.
- c) A Certificate III traineeship will be of three (3) years duration and will consist of no less than 24 modules.
- d) Trainees will be required to complete the full two (2) or three (3) years of the traineeship.
- e) Trainees will be classified in the same manner as Employees in accordance with the classification structure in this Agreement and will be paid in accordance with the following table. No other allowances are paid to trainees.

Traineeship	Level of Completion	Rate of Pay
Certificate II	Less than 12 months	70% of the relevant Wage Rate
	12 months or more and satisfactory completion of required units of competency	80% of the relevant Wage Rate
	On completion	Relevant Wage Rate
Certificate III	Less than 12 months	70% of the relevant Wage Rate
	12 months but less than 24 months and satisfactory completion of required units of competency	80% of the relevant Wage Rate
	24 months or more and satisfactory completion of required units of competency	90% of the relevant Wage Rate
	On completion	Relevant Wage Rate

- f) Where the Trainee was employed by the Employer immediately prior to entering into the traineeship, the Trainee will not suffer a reduction in pay by virtue of entering into a traineeship.
- g) Trainees may undergo recognition of prior to learning (RPL) in order to satisfy competency requirements. Where this is the case, the Trainee will be deemed to have completed the relevant unit of competency on or after the date upon which the registered training organisation (RTO) deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL will have the term of their traineeship reduced accordingly.

5. CLASSIFICATION STRUCTURES, WAGE RATES, ALLOWANCES AND OTHER ENTITLEMENTS DEFINITIONS

5.1 Classification Structures and Wage Rates

- a) At the commencement of employment, each Employee will be appointed by the Employer to a classification level based on skills, qualification and experience and in consideration of the substance of duties required to be carried out at the time of the Project. The skill based classification structure is set out in Appendices A and B.
- b) Employees will be required to perform such duties as are within the limits of the Employee’s skill, competence and training, including work that is incidental or peripheral to the Employee’s main function.

- c) The Employer retains the right to reclassify an Employee's position due to changes in operational requirements, poor individual performance, negligence, misuse or abuse of equipment, failure to comply with a reasonable instruction, and for any other disciplinary breach.
- d) The Wage Rates for each classification level are prescribed at Appendices A or B. The Wage Rates and allowances in this Agreement are in compensation for, amongst other things, all disabilities and/or special skills and/or special rates associated with, or likely to be associated with the Project.
- e) Apprentices engaged by the Employer will be paid in accordance with Appendix G.
- f) The Wage Rates under this Agreement will be adjusted only in accordance with Appendices A or B. All wage increases during the life of the Agreement will be made in accordance with Appendices A or B and will take effect from the first full pay period after the effective date.

5.2 Higher Duties

- a) Where an Employee on any day is required, and has agreed to perform duties of a higher Wage Rate of pay than the Employee's ordinary classification, the Employee will be paid at the higher hourly Wage Rate for the work so performed.
- b) The Employee will be paid the higher hourly Wage Rate for the entire day or shift if the Employee is required to work at that Wage Rate for more than four hours. Otherwise, the Employee will be paid the Higher Wage Rate for the time so worked.
- c) Such payment at a higher Wage Rate is based on the Employee having exercised the requisite skills, experience, qualifications and competency as determined by the Employer to perform the higher classification. Following the completion of activities under the higher classification, the Employee will revert to the Wage 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 Wage Rate, will not be paid at the higher Wage Rate until they are assessed as being competent, and there is a position available at the classification that attracts the higher Wage Rate. This clause will be utilised by the Employer for the purposes of bona fide training, and will not be used by the Employer to simply avoid payment to Employee(s) at a classification which attracts a higher Wage Rate. Any dispute arising in relation to this issue will be dealt with in accordance with clause 3.12.

5.3 Daily Fares & Travel Allowance

- a) A daily fare and travel allowance of \$43.00 will be paid to each Employee for each day or shift the Employee reports to work and actually worked (including scheduled RDO's taken), as directed by the Employer during the period of operation of this Agreement.
- b) This allowance will be a flat amount and not included in the calculation of overtime, leave or any other loadings.
- c) The Parties Bound recognise the Employer will not be providing parking spaces for Employee(s) who choose to use their own vehicles to travel to and from work.

- d) This travel allowance will be in compensation for, amongst other things, any travelling time or expenses including but not limited to parking fees incurred by Employees travelling to and from the project, mobilisation and location. No other payments for travelling to and from work will be payable to any Employee.
- e) Employees who are provided a work vehicle by the Employer to take home each night are not eligible for the daily travel allowance.
- f) For clarity, an employee is not entitled to be paid this allowance in respect of any unworked Public Holidays, or when they are on any other type of leave of absence (whether paid or unpaid).

5.4 Productivity Payment

- a) An Employee will receive a productivity payment of \$8.00 for each productive hour worked, to provide incentive and in recognition of improved productivity performance during the operation of this Agreement.
- b) For the avoidance of doubt, this allowance will be in lieu of any special rates or allowances included in any award or other industrial instrument other than for those provided for in this Agreement.
- c) This productivity payment is a flat payment and will not be subject to any premium or penalty and will remain fixed and in place for the duration of this Agreement.
- d) This productivity payment is not payable when Employee(s) leave site due to inclement weather, or are on any type of leave, whether paid or not paid (e.g. annual leave, personal leave, jury duty, leave without pay, community service leave, parental leave or compassionate leave), or have been suspended with pay, or are absent for any other reason, including RDOs, public holidays, absence due to a work-related injury, or are engaged in any form of industrial action.

5.5 Leading Hand Allowance

- a) An Employee appointed by the Employer to be in charge of other Employee(s) will be paid in accordance with Appendix F. With specific responsibility of directing and/or supervising the work of other Employee(s). The Leading Hand allowance will be a flat amount and fixed for the life of the Agreement and will not be included in the calculation of overtime, leave or any shift or other loadings.
- b) The numbers of workers assigned to each leading hand may increase or decrease according to the nature and type of tasks being performed. The Leading Hand may have various items of plant or equipment under their control and will be responsible for their safe operation.
- c) Leading Hand duties will also include the completion of paperwork or documents required for the administration of their duties.

5.6 First Aid Allowance

- a) An Employee who is qualified to provide first aid and is appointed by the Employer to be a first aider will be paid a first aid allowance whilst the Employee maintains a current First Aid certificate.
- b) The appointed first aider(s) will have the responsibility of ensuring that access is available to the first aid room at all times, that the room is regularly cleaned and that the first aid supplies are replenished as they are used.
- c) The first aid allowance will be a flat amount and fixed for the life of the Agreement and will not be included in the calculation of overtime, leave of any shift or other loadings.

Level 1	Employee who holds the minimum qualifications	\$2.35 per day
Level 2	Employee who holds a higher first aid certificate (e.g. Occupational First Aid)	\$3.65 per day

5.7 Overtime Meal Allowance

- a) If an Employee is required to work more than two hours overtime after their ordinary hours of work, Monday to Friday, a meal will be provided or a payment of \$19.37 for meals will be made.
- b) In the circumstances where an Employee is required to work more than eight hours overtime on either Saturday or Sunday, a meal will be provided or a payment of \$19.37 in lieu will be made.
- c) The times of taking the breaks will be as agreed between the Employer and a majority of Employee(s) affected.
- d) This meal allowance will be a flat rate amount and is fixed for the duration of this Agreement and will not be included in the calculation of overtime, leave or any shift or other loadings.
- e) This provision operates to the exclusion of any provision contained in any award or industrial instrument for overtime meal allowance and overtime crib/rest pause and will remain in force without variation for the duration of this Agreement. For the avoidance of doubt, under this clause there will be no entitlement to a paid rest pause prior to working four hours of overtime, or payment of additional overtime rates in lieu of a paid rest pause. Employees required to work in excess of four hours of overtime will be entitled to a paid rest pause of 20 minutes, to be taken during that additional overtime. For clarity, where the rest pause is not taken, no additional payment will be made in lieu.

5.8 Tradesperson Allowance

- a) An Employee engaged as a Tradesperson as prescribed at Appendix F of this Agreement will receive an allowance of \$1.50 per hour actually worked; this allowance will be classified as all-purpose. This allowance is inclusive of a tool allowance. This allowance is fixed for the duration of this Agreement.

5.9 Electrician Licence Allowance

Where an Employee is engaged and is working as an Electrical Tradesperson, and where the Employee is required to hold an appropriate electrician's license, the Employee will receive a weekly allowance of \$65.00 per week. This allowance is a flat amount, is not included in the calculation of overtime, leave, or any shift or other loadings and is fixed for the term of this Agreement. This allowance is inclusive of a tool allowance.

For the purpose of this allowance, an appropriate Electrician's License will be a QLD Electrician's License, or authorised license recognition from the QLD Department of Fair Trading.

This allowance is not applicable when Employees:

- a) leave site due to inclement weather; or
- b) are on leave, whether or not that leave is paid (e.g., annual leave, personal leave, jury duty, leave without pay, long service leave, community service leave, parental leave or compassionate leave); or
- c) have been suspended with pay; or
- d) are on leisure days, RDO's or public holidays; or
- e) are on leave due to a work-related injury; or
- f) are engaged in any form of industrial action.

5.10 Superannuation

- a) The Employer will make superannuation contributions in accordance with the requirement under the *Superannuation Guarantee and Administration Act 1992* (Cth) into a superannuation fund nominated by the Employee calculated on *Ordinary Time Earnings (OTE)*. Where an Employee does not nominate a superannuation fund, Cbus Superannuation Fund will be the default fund.
- b) The minimum statutory contribution requirement is currently 9.50% of *OTE* and will remain for the duration of this Agreement unless amended by legislation.
- c) Employee(s) can elect to "salary sacrifice" for additional superannuation contributions provided:
 - (i) the arrangement complies with the relevant legislation and Employer policy as amended from time to time;
 - (ii) the Employee notifies the Employer of their election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;
 - (iii) the superannuation fund is a complying superannuation fund; and
 - (iv) the amount to be paid into the superannuation fund plus any balance of wage and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.

- d) The Employee cannot salary sacrifice an amount that would result in the Employee receiving less than \$500.00 net wages per week.
- e) Where an Employee elects the option of salary sacrificing some of their wages, there must be a signed agreement between the Employee and the Employer. This option must remain for a period of not less than six months, unless exceptional circumstances apply.
- f) All superannuation contributions will be paid according to applicable fund requirements.

5.11 Redundancy

The Employer will make redundancy contributions for Employee(s) covered by this Agreement (excluding Apprentices) to the ACIRT Redundancy Fund. The Employer contribution to this Fund will be as per the following table:

Operative date	Contribution per week per Employee
Date of approval of the Agreement by the Fair Work Commission.	\$150.00

The contributions will be paid monthly into ACIRT in accordance with requirements of the Trust. The payments under this clause are inclusive of any statutory entitlements an Employee may have to severance or redundancy payments.

Where redundancies are necessary, the needs of the projects Works and the skill, competency, qualification and training of Employees will be used as the criteria for making positions redundant.

6. HOURS OF WORK, OVERTIME and RDO'S

6.1 Hours of Work

- a) The ordinary hours of work for Day Workers will be 8 hours per day, Monday to Friday between the hours of 5.00am and 6.00pm and will average 36 hours per week over a 4 week period, plus reasonable additional overtime hours. It is agreed that 56 hours per week is not considered to be excessive.
- b) In the majority of circumstances, the ordinary hours referred to in clause 6.1(a) will be worked between Monday to Friday, however in recognition of the nature of the project, there may be a requirement for Day Workers to work ordinary hours outside the span of hours contained in clause 6.1(a) to meet specific client, project, engineering, maintenance and/or critical path work requirements. In these circumstances, it will be available to the Employer and affected Employee(s) to agree to work an alternative arrangement of hours of work that provide an average of 36 hours a week over a nominated cycle. Weekends may be included in a nominated cycle. Ordinary hours worked on weekends will be paid at the appropriate penalty rate prescribed in this Agreement.
- c) Start and finish location(s) and time(s) will be designed to support production and maximise equipment operating hours and maintenance time. These may be altered by the Employer to suit the needs of the Project, following consultation with the Employee(s) affected or by the giving of

48 hours written notice by the Employer to the affected Employee(s) concerned or by a lesser period in the case of an emergency.

- d) Employees will be required to work reasonable weekend and non-weekend overtime when requested, as determined by the Employer, to meet the needs of the Employer's contractual requirements for completion of work on the Project.

6.2 Day Workers

Day Work is where an Employee is rostered to work ordinary hours of work between the hours of 5.00am and 6.00pm Monday to Friday. Day Workers may also be rostered to work ordinary hours of work on a weekend where agreed under clause 6.1(b).

6.2.1 Weekdays

- a) Day Workers will be paid their relevant ordinary time Wage Rate for the ordinary hours worked on a weekday.
- b) Overtime will be paid at one and a half times the relevant ordinary Wage Rate for the first 2 hours and double the relevant ordinary time Wage Rate for all time thereafter.

6.2.2 Saturday

- a) Day Workers will be paid one and a half times the relevant ordinary time Wage Rate for the first 2 hours of overtime worked on a Saturday and double the relevant ordinary Wage Rate thereafter.
- b) A Day Worker required to work on a Saturday will be paid a minimum of four hours' work at the appropriate rate.

6.2.3 Sunday

- a) All ordinary and overtime hours worked by Day Workers on a Sunday will be paid at double the relevant ordinary time Wage Rate.
- b) A Day Worker required to work on a Sunday will be paid a minimum of four hours' work at the appropriate rate.

6.2.4 Meal and Rest Breaks

- a) For each shift or day where a minimum of 8 ordinary hours are worked, Day Workers will take an unpaid 30 minute meal break. For Day Workers, this meal break is not counted as time worked.
- b) There will be one daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project.
- c) Day Workers will take a 30 minute paid meal break in excess of 8 hours worked after commencement on a Saturday and Sunday.
- d) Day Workers will receive a paid 20 minute break after the first 4 hours of overtime work on the weekend.

- e) The times of taking the breaks will be agreed between the Employer and majority of Employee(s) affected.

6.2.5 Deferment and Staggering of Meal or Rest breaks

- a) It may be necessary for the Employer to defer a meal or rest break to enable the completion of the task at hand in a timely manner. The deferment for the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than an hour, the Employee will be paid double the relevant ordinary time Wage Rate for the duration of the deferment which is in excess of one hour. Up to a maximum of two hours.
- b) Meal or rest breaks may be staggered between individual Employee(s) to allow operations to continue without interruption.

6.3 Shift Workers

6.3.1 Weekdays

- a) Shift Workers will be paid the following rates for ordinary hours worked on a weekday:
 - (i) Day Shift – Wage Rate;
 - (ii) Afternoon Shift – Wage Rate plus 50% of the Wage Rate; and
 - (iii) Night Shift – Wage Rate plus 50% of the Wage Rate.
- b) All time worked in excess of an Employee's ordinary hours, Monday to Friday, will be paid at double the relevant Wage Rate. Where an Employee is engaged on shift work and the shift roster includes a regular overtime shift (weekdays or weekends), attendance at the additional shift is considered mandatory.
- c) The ordinary hours of both afternoon and night shift will be 8 hours daily inclusive of meal breaks.

6.3.2 Weekends

- a) All hours worked by Shift Workers on weekends will be paid at double the relevant Wage Rate (subject to clauses (b) and (c) below).
- b) An Afternoon Shift commencing at or after 6.00pm, and a Night Shift commencing at or after 10.00pm on a Sunday will be paid as a weekday Afternoon or Night Shift and not as weekend.
- c) Where a Shift Worker is working under a 5 day shift pattern from Monday to Friday, and the 5th shift in that pattern is an Afternoon Shift or Night Shift that commences on the Friday but ends on the Saturday, the Shift Worker will be paid for that 5th shift as a weekday Afternoon Shift or Night Shift, and not as a weekend.
- d) Under no circumstances will an Employee be entitled to shift loading pursuant to this clause and overtime rates at the same time. For clarity, an Employee will receive either the relevant shift loading, or the overtime rate prescribed in this Agreement, but not both.

6.3.3 Meal and Rest Breaks

- a) Unless otherwise agreed between a section or sections of Employee(s), Shift Workers will take a 30 minute meal break at no later than five hours after the commencement of each shift. For Shift Workers, the meal break will be counted as time worked when on shift work.
- b) There will be one daily paid rest break of 20 minutes' duration to be taken at a time that suits the operational requirements of the Project. The times of taking the breaks will be agreed between the Employer and the majority of Employee(s) affected.

6.3.4 Deferment and Staggering of Meal or Rest Breaks

- a) It may be necessary for the Employer to defer a meal or rest break to enable the completion of the task at hand in a timely manner. The deferment of the meal or rest break by up to one hour will be permissible. If a meal break is deferred for more than one hour, the Employee will be paid double the relevant ordinary Wage Rate for the duration of the deferment which is in excess of one hour up to a maximum of two hours.
- b) Meal or rest breaks may be staggered between individual Employees to allow operations to continue without interruption.

6.3.5 Notice

The Employer will give relevant Employee(s) at least 48 hours' notice that they will need to commence shift work. Except in the case of emergencies or where there is a machinery breakdown, Employee(s) will be given 48 hours' notice of variation to their shift roster.

6.3.6 Broken Shifts

- a) Where an Employee receives less than 48 hours' notice and the shift continues for less than 5 consecutive days, the Employee is considered to be working a broken shift,
- b) In the case of broken shifts (a shift that departs from the Employee's established shift roster (i.e. does not fall within the definition of Shift Work in this Agreement – see Definition of Shift Worker”), the Employee will receive the overtime rate for Day Workers on weekdays as prescribed at clause 6.2.1(b) for the duration of the broken shifts only.

6.4 Recall

- a) An Employee recalled to work Overtime after leaving the Project (whether notified before or after leaving the Project) will be paid for a minimum of 4 hours' work at the appropriate rate for each time the Employee is recalled.
- b) Except in the case of unforeseen circumstances arising, an Employee so recalled will not be required to work the full 4 hours if the job the Employee was recalled to perform is completed within a shorter period. This clause will not apply in cases where it is customary for an Employee to return to the Project to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

- c) Employee(s) will receive the appropriate overtime rate including an entitlement to an additional payment for Daily Fares and Travel allowance for that day.

6.5 Rest period after Overtime

- a) An Employee who works so much Overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day and has not had at least 10 consecutive hours off duty between these times will, subject to this clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- b) If, on the instructions of the Employer, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee will be paid double time until he/or she is released from duty for a ten hour rest period.
- c) The provisions of this clause will apply in the case of Employee(s) on shift work who rotate from one shift to another as if 8 hours were substituted for ten hours if overtime is worked:
- For the purpose of changing shift rosters; or
 - Where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
 - Where a shift is worked by arrangement between the Employer and Employee.
- d) Except as provided for in this clause, the Employer may require any Employee to work reasonable overtime.

6.6 Cancellation of Weekend Overtime

- a) In circumstances, including but not limited to, plant failure, actual or forecast inclement weather, or cancelled material delivery, the Employer may cancel planned weekend overtime. The Employer will endeavour to notify affected Employee(s) of weekend overtime cancellation by lunchtime on Fridays. However, the Employer reserves the right, in exceptional circumstances, to notify Employee(s) of weekend overtime cancellation by no later than normal finishing time on Fridays.
- b) Equally, Employee(s) through circumstances may find themselves unable to fulfil their commitment to attend the Project for planned weekend overtime. Such Employee(s) will notify the Employer before the planned finishing time on Friday, with reasonable consideration given to exceptional circumstances.

6.7 Work Throughs

- a) Work throughs under this clause (6.7) are where Employee(s) are directed by the Employer at the commencement of their shift/work day to maintain operations to keep equipment and/or plant running to facilitate work flows, and as such, are unable to take their normal scheduled meal breaks, at their crib room/amenities.
- b) Work crews, when directed by the Employer, will work through normal scheduled meal breaks, provided that each of these Employee(s) are entitled to pause for a reasonable time to refresh themselves. A reasonable break for the purposes of this clause will be generally a minimum of 20 minutes duration and taken when appropriate, at the location of the work operation.

- c) In recognition of this work pattern, when Employee(s) are required to maintain operations under this clause, they will receive an additional one (1) hours pay, accruing every four (4) hour block after the normal meal break time, paid at double time. This payment is in lieu of the normal scheduled meal breaks and ability to take such a break at their crib room/amenities. This will not apply where Employee(s) have their meal breaks rescheduled in accordance with other clauses in this Agreement.

6.8 Rostered Days Off

- a) For each ordinary day or shift worked, 0.8 of an hour's pay will accrue towards payment for a Rostered Day Off ("RDO"). RDO calendars for the Project are at Appendix H of this Agreement.
- b) It is the intention of this Agreement that there will be 6 fixed RDO's observed for each year of this Agreement as provided for in Appendix H. Requirements of the Project and the program will determine the work roster and/or shift roster. There will be requirements to adjust RDO's (including any fixed RDO's or Industry Picnic Day) during the life of the Project to meet the needs and program of the Project.

In the event that there is a requirement for work to be carried out on fixed RDO's or the adjacent weekend, the Employer will, in advance of this requirement, notify, consult and reach agreement with effected Employee(s) to perform this work. Agreement to perform this work will not be unreasonably withheld by an affected Employee.

- c) To allow greater continuity of operation, the Employer and Employee(s) may also agree to move or bank RDOs when such entitlement is due.
- d) The Employer is committed to encouraging all Employee(s) to take their accrued RDO's on a regular basis during the Project to maintain a satisfactory work/life balance.
- e) It is the Employer's intention to have regular communication regarding the Project and the scheduling of RDO's.
- f) Where an Employee does not have sufficient RDO hours accrued at the time of a scheduled RDO, the Employee may elect to take annual leave or some other form of leave.
- g) The following is agreed in respect of RDO's:
- (i) If an RDO is moved or banked, the Employer will not be required to pay overtime rates for any RDO worked in these circumstances;
 - (ii) Where the Employee terminates employment before any moved or banked RDO is taken, the moved or banked RDO will be paid at the Employee's relevant and applicable Wage Rate at the time of termination;
 - (iii) Accrued but untaken RDOs, on one month's written notice to the Employer and upon approval by the Employer, can be cashed out. Such cashing out will be at the Employee(s) Wage Rate at the time of the request and paid at ordinary time only. This cashing out will not be included in the calculation of overtime, leave, or payment of any shift or any other loadings or allowances;

- (iv) Employee(s) banked RDO hours remaining as at the last full pay period in November each year may be paid out of the Employee(s) bank to the Employee in the first full pay period on or after 1 December each year;
- (i) RDO's do not accrue while Employee(s) are on unpaid or unauthorised leave or while taking RDOs; and
- (ii) Employee(s) will use the additional RDO accruals to a maximum of 14.4 hours for the payment of each RDO Saturday. This 14.4 hour payment equates to payment of two, 7.2 hour days accrued as RDO's. This 14.4 hours for payment of the RDO Saturday will only apply provided that the Project is closed on those nominated closed down weekends.
- (iii) When Employee(s) are paid 14.4 hours for the RDO Saturday, they will have their RDO accruals reduced by 2 days.

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7. LEAVE ENTITLEMENTS

7.1 Annual Leave

- a) An Employee will be entitled to paid annual leave of 4 weeks (for each 12-month period of continuous service) based on 36 hours per week at the Wage Rate paid to the Employee immediately prior to the leave plus a loading of 17.5% (plus Leading Hand allowance if applicable). Consistent with the reason why annual leave loading was originally inserted into awards, the loading is paid to employees covered by this agreement due to the employees' loss of opportunity to work overtime during periods of annual leave and therefore no superannuation will be payable on this amount. For the period, if any, that an Employee is engaged as a continuous shift worker as defined by this Agreement, they will be entitled to a pro-rata accrual of 5 weeks (maximum) of annual leave per annum.
- b) An Employee who would have received shift loadings prescribed by this Agreement had they not been on Annual Leave, will forgo the Annual Leave loading and will be entitled to the higher shift loadings.
- c) The loading prescribed in 7.1(a), will apply to accrued but untaken annual leave on lawful termination.
- d) The period of annual leave will be exclusive of any public holiday that occurs during the period.
- e) The Employer may direct Employee(s) to take accrued annual leave on one month's notice, the Employer will generally close down the Project for one or more weeks over the Christmas – New Year period and in these cases, Employees will generally be required to ensure that they have sufficient Annual Leave remaining to enable them to take leave for the period of the shutdown. In the event that they do not have Annual Leave or RDO accruals, the Employee may be required to take Leave Without Pay for such period or a combination of Annual Leave, RDO and Leave Without Pay.
- f) Unless otherwise agreed, one month's notice of the start of annual leave will be given by Employee(s). Annual leave may be taken in any combination of days or weeks agreed between the Employer and the Employee.
- g) An Employee(s) going on leave will be paid their wages in accordance with the normal pay cycle unless alternative arrangements have been agreed to with the Employer before the leave is taken.
- h) Where an Employee has exhausted Annual Leave entitlements, leave without pay may be considered by the Employer and approval of such leave will be at the Employer's sole discretion. In circumstances where an Employee(s) has used all types of leave accruals, for example; annual leave, sick leave, RDO etc. The Employee must make a formal request in writing providing a valid reason for such a request. If leave without pay is granted to the Employee, the Employee will not accrue any entitlements for the duration of leave without pay.
- i) Accrued, but untaken, annual leave is paid out on termination of employment.

7.2 Personal/Carer's Leave

- a) Employees will be entitled to accrue ten (10) days paid personal/carer's leave (including sick leave) per annum, based on the Employee's ordinary rate of pay, in accordance with the FW Act.
- b) Paid personal/carer's leave accrues monthly on a pro rata basis.
- c) An Employee will not be entitled to be paid personal/carer's leave for more ordinary hours than the Employee would have worked on the day.
- d) Sick Leave is not paid while an employee is receiving Workers' Compensation.
- e) Personal/carer's leave will be paid at the Employee's Wage Rate for ordinary hours that the Employee would have worked on that day. To be paid personal/carer's leave, the employee must meet the following requirements:
 - (i) Have accrued personal/carer's leave;
 - (ii) Notify their Supervisor of the absence as soon as possible and no later than four hours from the Employee's start time, (If the Employee fails to notify their Supervisor as soon as practicable (and not later than four hours from the Employee's start time), without good cause, this will constitute unauthorised unpaid leave. Such occurrence may commence counselling in accordance with the procedure set out in clause 3.13.
 - (iii) Advise the Employer how long the absence on personal leave is likely to be;
 - (iv) Produce evidence satisfactory to the Employer of the illness or injury or the need to use personal leave, provided that where an Employee is absent on personal leave for two consecutive days or more or on more than two single day absences in any year, evidence satisfactory to the Employer will mean a medical certificate from a registered Health Practitioner stating the nature of the illness and the period the Employee will be unable to work.
- f) Personal/carer's leave will accumulate from year to year.
- g) Accrued, but untaken, personal/carer's leave is paid out on redundancy or at the completion of the Project. Where an Employee is terminated in accordance with clause 3.9 or resigns from the Employer, payment for unused personal/carer's leave will not occur.
- h) An Employee will be granted paid personal/carer's leave up to the limit of their accrued entitlement.
- i) On each occasion that an Employee takes carer's leave, the Employee must provide the Employer with a medical certificate from a registered Health Practitioner or complete a Statutory Declaration stating that the Employee, or an immediate family or household member for whom the Employee was caring, was or is unwell and that the Employee was unable to attend for work on that occasion. This requirement may be modified at the Employer's sole discretion. In the case of an unexpected emergency, proof may be required in a form determined by the Employer.

7.2.1 Unpaid Carer's Leave

- a) Employee(s) are entitled to a period of up to two (2) days unpaid carer's leave for each occasion that an immediate family member or other member of the Employee's household requires care and support because of an illness, injury or unexpected emergency and the Employee has

exhausted all of their paid personal/carer's leave. The Employer will consider an individual Employee's circumstances in respect of requests for any further unpaid carer's leave.

- b) The Employee will provide notice to the Employer as soon as reasonably practicable. The Employer may require an employee to provide to the Employer in accordance with the National Employment Standards (NES) documentary evidence confirming the need to take such leave.

7.2.2 Absenteeism

If an Employee is taking personal/carer's leave such that there is an indication of a pattern of regular and/or excessive absenteeism, the Employer may commence counselling in accordance with the procedure set out in clause 3.13.

7.3 Compassionate Leave

- a) Employee(s) will be entitled to Compassionate Leave in accordance with the FW Act.
- b) An Employee will be entitled to a period of two (2) days paid Compassionate Leave for each occasion when a member of the Employee's immediate family or a member of the Employee's immediate household contracts or develops a personal illness that poses a serious threat to their life; or sustains a personal injury that poses a serious threat to their life; or dies.
- c) The Employee will provide notice to the Employer as soon as reasonably practicable.
- d) The Employer may require an Employee to provide to the Employer, in accordance with the FW Act documentary evidence confirming the need to take such leave.
- e) The Employer, at its sole discretion, may grant up to ten working days of unpaid Leave in accordance with this clause.

7.4 Parental Leave

Employee(s) will be entitled to Parental Leave in accordance with applicable legislation (e.g., the FW Act, and the *Paid Parental Leave Act 2010* (Cth)).

7.5 Jury Service

- a) An Employee called for jury service during ordinary hours will be reimbursed by the Employer by an amount equal to the difference between the amount paid by the Court and the amount of ordinary time earnings the Employee would have received for the ordinary time hours expended at the Court. For the avoidance of doubt, entitlement and eligibility for payment for jury duty service will be strictly in accordance with the prevailing legislation.
- b) The Employee will notify the Employer as soon as practicable, of the date upon which the Employee is required to attend for jury service.
- c) The Employee will provide the Employer with proof of attendance, duration of attendance and amount received.

7.6 Long Service Leave

- a) The Employer will register each Employee in the Building and Construction Industry Long Service Leave Payments Corporation scheme for the duration of the Employee(s) period of employment on the Project.

7.7 Requests for Flexible Working Arrangements

An Employee, who is an Employee who has worked with the Employer for at least 12 months, and falls within one of the categories of Employee(s) who can request flexible working arrangements, in accordance with the provisions of the FW Act, may submit a request to the Employer for a change in working arrangements, in accordance with these provisions, as amended from time to time.

7.8 Community Service Leave

Employee(s) will be entitled to Community Service Leave in accordance with the FW Act.

7.9 Family & Domestic Violence Leave

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:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in the definition of family member includes a former spouse or de facto partner.

An Employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- the leave is available in full at the start of each 12 month period of the employee's employment; and
- the leave does not accumulate from year to year; and
- is available in full to part-time and casual employees.

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.

The Employer and Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

Taking unpaid leave

An employee may take 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.

7.10 Public Holidays

a) All Employees will be entitled to the following Public Holidays without deduction of ordinary time earnings from the Employee's wage rate:

1. New Year's Day;
2. Australia Day;
3. Good Friday;
4. Easter Saturday;
5. Easter Sunday
6. Easter Monday;
7. Anzac Day;
8. Labour Day;
9. Queen's Birthday;
10. Christmas Day;
11. Boxing Day; or

b) Any other day, or part day, declared or prescribed by or under a law of the State of Queensland as a Public Holiday, other than a day or part-day or a kind of day or part-day that is excluded by the Fair Work Regulations 2009 (Cth) from counting as a Public Holiday.

c) A Day Worker required to work on a Public Holiday nominated herein will be paid at the rate of double time and a half of their ordinary rate of pay for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.

d) A Shift Worker on Afternoon Shift or Night Shift rostered to work on a Public Holiday nominated herein will be paid at the rate of double time and a half of their ordinary rate of pay for all time so worked. For clarity, the double time and a half payment is in lieu of any applicable shift loadings.

e) Shift Worker(s) (excluding casuals) will be paid their ordinary time earnings for the Employee's wage rate for a Public Holiday they are rostered to work but are not required to work. This also includes payment for Public Holiday's that fall on a day that the Employee is not rostered to work. This clause 7.9(d) will only apply when the Public Holiday(s), as provided for in clause 7.9(a), which falls on any day between Monday and Friday.

f) Employee(s) required to work on a Public Holiday will be afforded a minimum of 4 hours' work, or be paid as such.

g) It will be available for the Employer and a majority of the affected Employee(s) to substitute a nominated Public Holiday for another day and the prescriptions of this clause 7.9 will apply to the substituted day.

8. ADMINISTRATION

8.1 Income Protection

The Employer will maintain income protection insurance (sickness and injury) for Employees covered by this Agreement. The cost to the Employer shall not exceed \$95.00 per person per month.

8.2 Payment of Wages

- a) Payment will be by direct electronic funds transfer to the Employee's nominated financial institution account(s).
- b) Employees are required to nominate to the Employer the account(s) at a bank or other financial institution at the time of engagement.
- c) The pay week will be from Monday to Sunday, with wages being transferred to the Employee(s) nominated financial institution on the following Thursday.
- d) Where a payment falls on a public holiday, the Employer will make the payment in respect of Employees on the following working day.
- e) All wage increases during the life of this Agreement will be made in accordance with Appendices A or B and will take effect from the first full pay period after the effective date.
- f) Any overpayment of wages made to the Employee in error by the Employer will, by agreement with the Employee, be deducted over a negotiated period (but not longer than six (6) weeks) with the Employee and must be satisfied while the Employee is employed by the Employer.
- g) Employee(s) will not unreasonably withhold consent for reimbursement of overpayment of wages.

8.3 Employee Representative

- a) The Employer acknowledges that Employee(s) may choose to elect a representative(s) (who may or may not be a Union delegate). Such elected representative(s) will be recognised by the Employer as the accredited Employee Representative(s) and will be allowed reasonable time during working hours to submit to the Employer matters affecting the Employee(s) they represent. The Employee representative is required to perform productive work within their range of qualifications and skills when not representing other Employee(s) on the Project (that is, an Employee Representative will not be a non-working shop steward).
- b) Employee Representative(s) will, subject to approval by their Supervisor in consultation with the Project Employee Relations Manager, be released from normal duties without loss of pay, where reasonably required to:
 - (i) Attend any court or industrial tribunal proceedings associated with this Agreement (provided that reasonable notice in advance is provided to the Employer);

- (ii) Consult with other Employee(s) in relation to any matter arising out of this Agreement or in connection with their employment with the Employer. However, time taken by the Employee Representative and Employee(s) for such discussions must not be unreasonable, and must not unduly disrupt the performance of work. Such discussions must also be consistent with freedom of association requirements. To avoid doubt, this clause 8.3 is not intended to confer rights on Employee Representative(s) to perform similar functions of union officials, for the purpose of union officials avoiding right of entry requirements; and
- (iii) Attend training courses (where approved by the Employer) designed to effectively equip the Employee Representative with knowledge in respect of Employee entitlements, relevant legislation and industry Codes of Practice. The Employee will be entitled to 5 days training leave per calendar year.

8.4 Severability

It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the *Fair Work Act 2009 (Cth)*.

The severance of any term of this Agreement that is in whole, or in part, of no effect by virtue of the operation of s.253 of the Fair Work Act 2009 will not be taken affect the binding force and effect of the remainder of the Agreement.

To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

8.5 Employee Awareness

Employee(s) will be provided with a copy of this Agreement.

8.6 Immigration Compliance

The Employer recognises its obligations in respect of compliance with Australian immigration laws.

Prospective Employees will be required to complete an authority which authorises the Employer to obtain from the Department of Immigration and Citizenship, details of their immigration status.

No person will be employed by the Employer unless it is verified that they have the Right to Work in Australia.

8.7 Restrictive Work Practices

Employee(s) will not make or pursue claims either individually or with other Employee(s), seeking restrictions as to manning levels, flexibility of roster arrangements, skill mix of Employee(s), flexibility in the use of labour, use of contract and/or supplementary labour, working of overtime, demarcations of work for any reason, or any other limitations on the Employer's operational requirements.

8.8 Other Employment

In order to manage fatigue, conflict of interest and other issues, Employee(s) must not engage in any additional employment or provide any paid services to anyone other than the Employer during the employment under this Agreement without the prior written consent of the Employer.

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9. SIGNATORIES

Signed for and on behalf of the CPB Contractors Pty Limited by:

Name:	Vince Sanfilippo, General Manager
Address:	[REDACTED]
Signature:	
Date:	

Witness

Signature:	
Name:	

Signed for and on behalf of the UGL Engineering Pty Limited by:

Name:	Doug Moss, Executive General Manager
Address:	[REDACTED]
Signature:	
Date:	

Witness

Signature:	
Name:	

Signed for and on behalf of the AWU by its authorised representative:

Name:	
Address:	
Signature:	
Date:	

Witness

Signature:	
Name:	

Signed for and on behalf of the AMWU by its authorised representative:

Name:	
Address:	
Signature:	
Date:	

Witness

Signature:	
Name:	

Signed for and on behalf of the CEPU by its authorised representative:

Name:	
Address:	
Signature:	
Date:	

Witness

Signature:	
Name:	

Signed for and on behalf of the ETU by its authorised representative:

Name:	
Address:	
Signature:	
Date:	

Witness

Signature:	
Name:	

Signed for and on behalf of the CFMMEU by its authorised representative:

Name:	
Address:	
Signature:	
Date:	

Witness

Signature:	
Name:	

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Appendix A Civil Worker Classifications

The Civil Worker (CW) classifications will apply to Employee(s) performing work of the nature of Civil Construction who are engaged in the classifications set out below, and are employed to perform the following works, including, but not limited to:

- Construction of roadworks, earthworks, bridges, structures, service relocations, associated buildings, urban design and structures this includes, civil construction works (including ancillary civil works), civil construction, earthmoving, road construction, bridge and structural construction, surface excavation, landscaping, drainage, pavement laying and all other directly associated works.

Determination of Classification for individual Employees

1. The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.
2. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.
3. Individual classification levels will only change where the primary task for which the individual is engaged changes.

	Primary Role Employee Engaged to Perform	From the first full pay period after Agreement approved
CW1	New Entrant (an entry level with less than 12 months experience) General Labourer Stores Assistant Peggy/Nipper	39.97
CW2	Skilled General Labourer Earthworks Trim Grade Checker Heavy Plant Spotter Concrete Gang Concrete Float Hand Paving Stringliner Store-person Yardman Chainman	41.52
CW3	Elevated Work Platform Operator with Ticket Hoist Driver Concrete Finisher Form Setter Road Roller Operator under 12T Heavy Mobile Plant Operator (0-5T) Ticketed Dogman Steel fixer Ticketed Forklift Driver Ticketed Rigger/Scaffolder Telehandler (Up to 4.5T) Hiab Operator Shotcreter Shotcrete Crew	43.26
	Concrete Line Pump Operator	

CW4	Road Roller Operator 12T and over Concrete Finisher Concrete Paving Spreader Non-certified Tradesperson	45.42
CW5	Trade Qualified Tradesperson Crane Operator (5-20T) Operators of: Tractor up to but not exceeding 48kw (65bhp), Skid Steer Excavator up to but not exceeding 48kw (65bhp), Dumper/Water Cart not exceeding 40T, Mobile Concrete Pump Boom, Forklift not exceeding 48kw, Shotcrete Placing Machine, Paver Gantry Crane Operator	47.51
CW6	Heavy Mobile Plant Operator (>20T-60T) Operators of: Tractor 48kw up to but not exceeding 370kw, Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980, Dry Batch Plant, Pug Mill, Skid Steer Tractor from 48kw, Forklift from 48kw but not exceeding 220kw, Excavator not exceeding 3cubic metres, Dumper/Water Cart over 40T but not exceeding 100T, Dozer D8 without GPS, Compactor 825 without GPS, Graders 140,143,14,16 without GPS	49.67
CW7	Heavy Mobile Plant Operator (>60-100T) Operators of: Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer, Excavator from 3 cubic metres, Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS, Dozer D8 with GPS	51.83
CW8	Heavy Mobile Plant Operator (>100T) Operators of: Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637	54.00

Appendix B Electrical Worker Classifications

The Electrical Worker (EW) classifications will apply to Employee(s) engaged in the classifications set out below, and are employed to perform works defined at Clause 2.3 of this agreement.

1. The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Company, regardless of that person's level of skill.
2. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.
3. Individual classification levels will only change where the primary task for which the individual is engaged changes.

	Primary Role Employee Engaged to Perform	From the first full pay period after Agreement approved
EW1	General Labourer	36.82
EW2	Trades Assistant	40.72
EW3	Storeperson Plant Operator Electronic Equipment Tester/Installer Level 1 Purchasing clerk	43.11
EW4	Scaffolding or rigging - incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work) Purchasing Clerk/Storeperson Electronic Equipment Tester/Installer Level 2 Alarm security tester grade 2	45.51
EW5	Electrical Fitter Electrical Fitter (Instrumentation and Process Control) Electrical Mechanic Alarm Security Technician Grade 1 Alarm Security Tester Grade 3 Television/radio/electronic Serviceperson/mechanic Level 1 Instrument Tradesperson Level 1 Refrigeration/Air-Conditioning Tradesperson Level 1 Linesperson/Cable Jointer Level 1	49.15

Appendix C Mechanical Worker Classifications

The Mechanical Worker (MW) classifications will apply to Employee(s) engaged in the classifications set out below, and are employed to perform works defined at Clause 2.3 of this agreement.

Determination of Classification for individual Employees

1. The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Company, regardless of that person's level of skill.
2. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.
3. Individual classification levels will only change where the primary task for which the individual is engaged changes.

	Primary Role Employee Engaged to Perform	From the first full pay period after Agreement approved
MW1	General Labourer	35.55
MW2	Trades Assistant Lagger	37.38
MW3	Plant Operator Hi Rail Operator Truck Driver (MR,HR) Dogperson Basic Scaffolder Basic Rigger Sheet Metal Worker (2 nd Class)	39.84
MW4	Advanced Scaffolder Advanced Rigger	42.12
MW5	Mechanical Fitter Hydraulic Fitter Welder Pipe Fitter Boilermaker Machinist Sheet Metal Worker (1 st Class)	45.58

Appendix D Plumbing Worker Classifications

The Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trade Workers (PW) classifications will apply to Employee(s) engaged in the classifications set out below, and are employed to perform works defined at Clause 2.3 of this agreement.

Determination of Classification for individual Employees

1. The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Company, regardless of that person's level of skill.
2. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.
3. Individual classification levels will only change where the primary task for which the individual is engaged changes.

	Primary Role Employee Engaged to Perform	From the first full pay period after Agreement approved
PW1	Labourer	\$36.82
PW2	Sprinkler Fitter Assistant	\$41.40
PW3	Plumbing Trades Assistant	\$41.55
PW4	Plumber	\$46.16
PW5	Sprinkler Fitter	\$48.53

Appendix E Wage Rates

The Wage Rates escalate from the first full pay period after the indicated escalation date as follows.

	Commencement	Year 1	Year 2	Year 3	Year 4
	Rate per hour	Rate per hour	Rate per hour	Rate per hour	Rate per hour
CW1	39.97				
CW2	41.52				
CW3	43.26				
CW4	45.42				
CW5	47.51				
CW6	49.67				
CW7	51.83				
CW8	54.00				

	Commencement	Year 1	Year 2	Year 3	Year 4
	Rate per hour	Rate per hour	Rate per hour	Rate per hour	Rate per hour
EW1	36.82				
EW2	40.72				
EW3	43.11				
EW4	45.51				
EW5	49.15				

	Commencement	Year 1	Year 2	Year 3	Year 4
	Rate per hour	Rate per hour	Rate per hour	Rate per hour	Rate per hour
MW1	35.55				
MW2	37.38				
MW3	39.84				
MW4	42.12				
MW5	45.58				

	Commencement	Year 1	Year 2	Year 3	Year 4
	Rate per hour	Rate per hour	Rate per hour	Rate per hour	Rate per hour
PW1	36.82				
PW2	41.40				
PW3	41.55				
PW4	46.16				
PW5	48.53				

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Appendix F Allowances and Contributions

Flat or All Purpose	Allowance/Contribution	Amount
Flat	Daily Fares and Travelling Allowance	\$43.00
Flat	Productivity Allowance (per hour worked)	\$8.00
Flat	Leading Hand Allowance (per week)	
	- In charge of 2-5 persons	\$35.00
	- In charge of 6-10 persons	\$50.00
	- In charge of 11 plus persons	\$65.00
Flat	First Aid Allowance (per day)	
	- Senior First Aid	\$2.35
	- Occupational First Aid	\$3.65
Flat	Overtime Meal Allowance (per meal)	\$19.37
Flat & All Purpose	Tradesperson Allowance	Prescribed at Clause 5.9
N/A	Shift Penalties	
	Day Shift	Ordinary Time
	Afternoon Shift	Ordinary Time + 50%
	Night Shift	Ordinary Time + 50%
Flat	Redundancy Contribution (per week)	\$150.00
N/A	Superannuation (per week)	9.5%
Flat	Income Protection	Employer provided at cost

Appendix G Apprentices

Apprentices engaged directly by the Employer will be paid the following Wage Rates:

Level	Percentage of Relevant Wage Rate of CW4
First Year of Apprenticeship	55%
Second Year of Apprenticeship	65%
Third Year of Apprenticeship	80%
Fourth Year of Apprenticeship	90%

Adult Apprentice Wage Rate:

An Adult Apprentice is a person of 21 years of age or over at the time of entering into a contract of training in a specified trade.

Level	Percentage of Relevant Wage Rate of CW4
First Year of Apprenticeship	80%
Second Year of Apprenticeship	85%
Third Year of Apprenticeship	90%
Fourth Year of Apprenticeship	95%

Apprentices will have an entitlement to the following Allowances and contributions:

Productivity Allowance: The Employer will pay Fifty Percent (50%) Productivity Allowance prescribed at clause 5.5.

Daily Fares and Travelling Allowance: The Employer will pay the full daily fares and travelling allowances prescribed at clause 5.4.

Superannuation: The Employer will make Superannuation contribution as prescribed at Clause 5.12.

Appendix H RDO Calendar

to be developed

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Sanfilippo, Vince

From: Butler, Chris
Sent: Wednesday, 26 June 2019 6:00 PM
To: Johnson, Don
Cc: Sanfilippo, Vince; Darren Nelson
Subject: Meeting Summary – CRR EA Meeting. 26 June 2019
Attachments: Report back on facilitation process run by CRRDA.PDF; CRRSCC.PDF; Cross River Rail - Draft - Best practice industrial relations committee terms of reference 25 June v2.docx

Don,

Please see summary below. I have also attached the documents provided today by Matthew Martyn-Jones.

Meeting Summary – CRR EA Meeting. 26 June 2019, 7:10am – 3pm.

Attendees: Delivery Authority (Matthew Martyn-Jones [MMJ], Paul Inches, Scott Gartrell) CFMEU (Jade Ingham), AWU (Steve Baker, Tony Beers, Paul Drennan), ETU (Peter Ong, Beau Malone), PU (Gary O'Halloran, Robbie Gould). AMWU were absent.
Company representatives: Don Johnson, Vince Sanfilippo, Dale Gilbert, Chris Butler, Darren Nelson, Douglas Mills.

Summary: at the close of today's meeting, MMJ provided a document he drafted to capture the status of negotiations (which he sought feedback on during the meeting). MMJ intends to provide this document to the Government today outlining progress (see attached). The document is titled: *Report back on facilitation process run by CRRDA*. Overall, he stated that 'progress has been made'.

Key points that were 'agreed in principle' today (see table below for specific changes from the Term Sheet), are the: wage rates, redundancy amount, superannuation, annual leave, family violence leave and provision of clothing (PPE).

Key points:

- MMJ – opened with an overview of the topics to discuss:
 1. Agreement Structure/Scope
 2. Rates and conditions
 3. 'Subcontractor Consultative Committee'
 4. Approach to training and workforce development
- MMJ – 'the government has provided clear direction for the DA to assess progress. We have a narrow window. We need to report back today that we are 'on the right path'.
- Discussion regarding Agreement structure (2 vs. 1) and scope. ETU, CFMEU and PU outlined that they are still seeking 1 agreement. Company outlined historical precedent and approach to support 2 Agreement approach.
- CFMEU – concern re: proportion of the Project that may be subcontracted.
- Initially, the Unions provided feedback on the Civil M&E Term Sheet (provided on 21/6), whereby they are seeking:
 - 5% escalation
 - Productivity/site allowance lifted by \$3 (to align with Queens Wharf)
 - Legacy Way - \$40/day 'Tunnel Allowance' to be added.
 - Travel allowance raised to \$51.
 - Overtime at double time.
 - Shift penalty applied on top of overtime rates.
 - Broader application of 'training levy'.
 - Personal leave moved to 12 days (incorporating 2 days compassionate leave).
 - Income Protection (raised – initial figure at \$39.60 – subsequently moved further)

- Family violence moved to 10 days paid.
- Redundancy (ok with amount – requesting certain funds)
- First aid allowance – move to \$3.65.
- Overtime meal allowance (+ crib) paid at 2 or more hours overtime.
- Incorporation of Awards
- Clothing (PPE) requested 5 pants and 5 shirts.
- ‘Yard logistics and services’ and ‘site establishment’ to be an inclusion within the Civil, M&E Agreement scope.

Meeting break – an hour.

Post break and after receiving feedback on the Term Sheet, the Company outlined a revised offer (covering the key terms):

Matter	Initial Offer (provided 21/6)	Revised Offer (outlined 26/6)
Wage escalation	3.5%	No change
Travel allowance	43 p/d (not escalated)	\$43 p/d (escalated)
Redundancy	\$150 (not escalated)	\$150 (escalated)
Superannuation	9.5% (OTE)	9.5% (OTE) or min. \$245
IP cost to employer	\$95 p/p p/m	\$156 p/p p/m (escalated)
Productivity/site allowance	\$8	\$8 (escalated)
Shift Penalty Rates	50% aft & night. Weekend shift 2x	No change
Clothing (PPE)	3 long pants, 4 shirts	5 long pants, 5 shirts
Overtime	Mon-sat 1.5 1 st 2, 2x thereafter. Sun 2x.	No change
Wages rates	Queens Wharf at 1 Jul 18	Queens Wharf at 1 Jul 19

- Other items identified by CFMEU regarding draft Civil, M&E Agreement: Safety disputes procedure, hours of work. Also, identified the following Queens Wharf clauses for consideration: first nations clause, hot weather guidelines, inclement weather, RDO (company reiterated position re: need for flexibility), family violence leave.

MMJ – summarised meeting and approach going forward as follows, regarding 3 main areas:

1. Terms and conditions: to be discussed in further meetings: scheduled 2 & 5 July (and twice per week ongoing)
2. Scope and application: MMJ stated the DA can't impose an approach – to be discussed in further meetings.
3. Subcontractor consultative committee: meeting scheduled on 28/6 to further/decide upon Terms of Reference. MMJ provided 2 versions of draft Terms of reference (1 which was developed by the Company). See attached both versions.

Regards,

Chris

Report back on facilitation process run by CRRDA

26/06/2019

Matter	Agreed In Principle	Not Agreed	Next steps
Agreement/Scope and Application		Two agreements as follows: 1. Tunnel and shaft agreement 2. Civil, Mechanical & Electrical 3. Scope of Agreements	TBC
Terms and conditions discussed (Noting many provisions are yet to be discussed)	Redundancy quantum Superannuation Clothing Site allowance Family violence (10 days paid) Annual leave Licence allowances	Escalation rate (eg 3.5% v 5% and where it applies) Productivity allowance Hours of work (Shift penalties & RDOs) Travel allowance Income protection Overtime rates	Ongoing schedule of meetings starting with 02/07/19 and rolling basis of Tue/Friday weekly
Rates of pay	Queens Wharf as of 01/07/2019	N/A	N/A
Procurement/Subcontractors	Cross River Rail Standing Consultative Committee	Terms of reference to be finalised	Meeting scheduled Friday 28/06/19

In summary of the four key areas discussed as part of the facilitation process:

- One is agreed to (Rates of pay)
- One has an agreed pathway to resolution (Procurement/subcontractors)
- Initial progress has been made on a number of discussed Agreement provisions with substantial matters still to be resolved; and
- A final matter remains set aside pending a proposed pathway to resolution (Scope & Application)

CROSS RIVER RAIL STANDING CONSULTATIVE COMMITTEE

Purpose

The purpose of the Cross River Rail Standing Consultative Committee (**SCC**) is to:

1. Facilitate the exchange of information between the Unions and Pulse/Unity consortia relating to the application of and compliance with the Queensland Procurement Policy 2018, incorporating the Best Practice Principles;
2. Provide a forum to exchange relevant information about sub-contractors and their ability to meet prequalification criteria; and
3. Improve the understanding between the parties about suitability of sub-contractors working on the CRR Project, assessed against the framework established by the QPP 2018 and the commitments provided by the proponents in the project bid documentation; where proponents have explained what they intend to do to meet the BPPs.
4. Enhance the engagement and consultation between the parties to encourage a better understanding of the project and a more cooperative relationship.

Membership

Membership of the SCC will consist of one (1) representative from the Delivery Authority, who will act as the inaugural Chair, with equal representation drawn from the unions with recognised coverage over work on the CRR Project, as might be demonstrated by being a signatory to a project Enterprise Agreement (**relevant unions**), and CPB Contractors.

The role of Chair of the SCC will rotate as follows:

Year 1	Delivery Authority representative
Year 2	Nominee of relevant unions
Year 3	Nominee of Pulse/Unity consortia
Year 4	Delivery Authority representative
Year 5	Nominee of relevant unions

The membership of the SCC shall not exceed 11 people.

Terms of Reference

The terms of reference for the SCC are as follows:

1. The membership of the SCC shall be as outlined above
2. The SCC will at all times act lawfully and in accordance with relevant applicable legislative requirements, both Commonwealth and the State of Queensland

3. The Delivery Authority will provide the secretariat to the Chair and the SCC
4. The Secretariat will circulate the agenda, supported by any relevant documents, to the SCC members prior to each meeting
5. The Secretariat will record the minutes of meetings, including action items and circulating them to SCC members
6. The SCC shall meet quarterly at a minimum, with more frequent meetings convened by agreement of the SCC
7. The SCC shall have no decision-making capacity in relation to appointment of subcontractors to carry out works on the CRR Project, however it will provide advice and information to relevant decision makers as appropriate
8. Pulse/Unity retains the explicit right to decide how and when subcontracted work shall be allocated, in accordance with all relevant and applicable legislative requirements, both Commonwealth and the State of Queensland
9. Escalation – in the event of material disagreement referral to the Project Director (Pulse/Unity consortia), relevant unions, Cross River Rail CEO for final advice to Pulse/Unity consortia.

Cross River Rail - Best practice IR committee

Draft terms of reference

Purpose

The purpose of the Cross River Rail – Best practice IR Committee (**the Committee**) is to ensure the Pulse Consortium selected by the Cross River Rail Delivery Authority (**CRRDA**) as the preferred proponent to deliver the Tunnel, Stations and Development (**TSD**) Public Private Partnership and the Alliance selected as preferred contractor to deliver the Rail, Integration and Systems (**RIS**) packages are fully appraised of matters impacting the Project’s monitoring of compliance with the Best Practice Industrial Relations principles as outlined in the State’s ‘Best practice principles: Quality, safe workplaces (**BPP**).

Authority

The Committee has been established to ensure the Consortium and Alliance are fully appraised of matters impacting the Project’s monitoring of compliance with the Best Practice IR principles as outlined in the BPP.

The Committee functions under the authority of Pulse Consortium and Unity Alliance Project Director/s.

Advisory function:

The Committee will operate in an advisory capacity, providing operational on-the-ground advice to the Consortium and Alliance on matters covered by the Best Practice IR principles as outlined in the BPP.

As the Committee performs an advisory role to the Consortium and Alliance, the Committee has no decision-making responsibilities.

Roles and responsibilities

Members of the Committee will:

- bring their experience and skill from their specialist areas to provide authoritative advice and solutions to resolve IR matters;
- critically analyse all material that are provided for review of the Committee;
- commit to the provision of impartial advice;
- make recommendations about any required actions to the Chair;
- provide and/or receive reports on the progress of IR matters on the Project; and
- discuss how each subcontractor is managing its project industrial relations issues

A proactive approach to risk management will underpin the recommendations of the Committee. The Committee will identify risks and mitigating strategies associated with all recommendations made.

Sub-Committees

The Chair has the authority to create relevant sub-committees deemed necessary to support the Committee. The Committee will provide oversight to any such established sub-committees.

Membership

Membership will be as follows:

- (a) Chair:
 - Pulse Consortium or Unity Alliance Project Director (or an appropriate delegate)
- (b) Members:
 - Representatives from the CRRDA
 - One representative from each union party to an enterprise agreement applying to Pulse and Unity
 - Two representatives from the Pulse Consortium and Unity Alliance

Other participants

Where agreed by the Chair, other persons may participate in Committee proceedings/activities. However, such persons do not assume membership or participation in any consideration or advisory processes of the Committee.

If the Chair is absent from a meeting or vacates the Chair at a meeting, the Chair must appoint another person to act as the Chair on a temporary basis. If the delegate is not officially acting in the Chair's position, final endorsement of actions from the meeting must be made by the official Chair.

Members who are unable to attend in person, may request approval from the Chair to send an official delegate.

Quorum

The quorum for Committee meetings will be 3 including the Chair.

Out-of-session papers

Urgent matters requiring consideration of the Committee may be sought out-of-session with the agreement of the Chair.

Conflict of interest

Members must declare any conflicts of interest whether actual, potential, apparent, or appear likely to arise, and manage those in consultation with the Chair.

Confidentiality

Members of the Committee may from time to time be in receipt of information that is regarded as 'commercial in confidence' or have privacy implications. Members acknowledge their responsibility to maintain confidentiality of all information that is not in the public domain. Members will be required to sign a Confidentiality Deed, as provided by the Chair.

Meeting schedule

Meetings will occur on a monthly basis until Project completion at times notified by the Chair.

Toby Walthall

From: Johnson, Don
Sent: Wednesday, 26 June 2019 6:40 PM
To: Graeme Newton [REDACTED]; Matthew Martyn-Jones
Cc: Johnson, Don
Subject: CRR - Best Endeavours
Attachments: CRR-LTR-DA-00002.pdf

Gents

I have attached a letter further to our discussion re best endeavours and the way forward on finalisation of the IR agreements

I welcome any further comments you may have

Regards

Don Johnson

EGM - NSW / QLD / Major Projects / Tunnelling



Level 18, 177 Pacific Highway, North Sydney, NSW 2060,
[REDACTED]

cpbcon.com.au



26 June 2019

Mr Graeme Newton
Cross River Rail Delivery Authority
Level 6, 123 Albert Street
Brisbane Qld 4000

Dear Graeme

Re: Pulse and Unity – Best Endeavours to Industrial Agreement

Pulse and Unity have been progressing discussions with the relevant unions for TSD and RIS contracts since the announcement of Preferred Tenderer on 3 April 2019. Negotiations then stepped up with the issue of formal bargaining notices for the two intended agreements:

- Tunnel and Shaft Greenfields Agreement on 31 May to the AWU;
- Civil, Mechanical and Electrical Greenfields Agreement on 13 June to the AMWU, AWU, CEPU, CFMMEU and ETU.

The focus of the discussions and bargaining has centered around the following key issues:

1. Scope and Application of the two Agreements;
2. Engagement of Subcontractors consistent with the Best Practice Principles;
3. Terms and Conditions.

Bargaining progress was initially slowed by the threshold issues relating to 1. and 2. above. With the facilitation of the Delivery Authority, we believe 2. has been able to progress in a positive manner by the parties agreeing in principle to the concept of a Cross River Rail Standing Consultative Committee. Whilst acknowledging the Terms of Reference are yet to be finalized, Pulse and Unity embrace the concept and the inherent consultation.

Given the positive progress on 1. and 2. in more recent days, all parties have been able to focus on 3., ie terms and conditions. Pulse and Unity have deliberately positioned their offer to the unions to remove the normal negotiating ambit and allow rapid closure of a deal. We have been encouraged by the progress, particularly today, where we have agreed rates of pay, ie Queens Wharf; and we are well progressed on the important terms and conditions. We are aware of some tension points surrounding the differences between large infrastructure and building agreements, but believe these will be negotiated through.

Pulse and Unity are committed to continuing with regular bargaining meetings with diaries already booked with the unions on Friday 28 June, Tuesday 2 July and Friday 5 July. We are prepared to step this up to 4 to 5 meetings per week to ensure more rapid closure, subject of course to availability of all relevant unions. The recent pace of negotiations and progress has been very good, and compares very favorably with other major infrastructure projects.

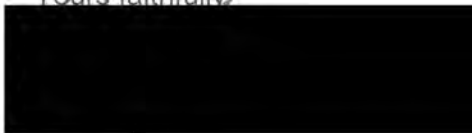
Pulse and Unity provide our commitment that we will continue to apply maximum effort and pragmatic, commercially based decision making to progress an agreement in the shortest possible timeframe, which realistically will be in the order of 2 months best case.

In Exhibit 4, Clause 5.7.3 of the D&C Deed, Pulse committed to "Project Co. will continue negotiations with an aim to have agreed agreements in place for its employees prior to commencing major permanent works on site". Given recent progress, this is a realistic target and in fact Pulse and Unity are seeking to over achieve here and finalise agreements before works commence. This would also include for establishment of the Cross River Rail Standing Consultative Committee at this time.

Pulse and Unity are committed to delivery of an iconic project for Queensland and recognize the role that adherence to Best Practice Principles will play in the success of delivery.

We trust our behavior and intent has demonstrated the above commitment, and we undertake to continue to work closely with all relevant unions and the Delivery Authority to reach Industrial Agreements with all relevant unions in the shortest possible timeframe.

Yours faithfully,



Don Johnson
EGM – Qld / NSW / Tunnelling / Major Projects
CPB Contractors Pty Ltd

Sanfilippo, Vince

From: Matt Martyn-Jones [REDACTED]@hotmail.com>
Sent: Thursday, 27 June 2019 9:58 AM
To: Johnson, Don; Sanfilippo, Vince
Subject: Docs
Attachments: CPB 20192706.docx; Shopfitter Information Kit_Queen's Wharf.docx;
WRMP_Queen's Wharf[1].docx

Dear

Further our letter of 26th June, 2019, regarding finalisation of the Cross River Rail Civil, Mechanical and Electrical Enterprise Agreement (insert correct name of the Agreement), I would like to confirm the following commitments on behalf of CPB.

- While acknowledging that the precedents being relied on for this agreement relate to other civil engineering projects, we believe that the labour market from which we will draw our workforce for this agreement will largely come from the local and regional building trades. Therefore, we will draw relevant clauses for the agreement from the Queens Wharf Enterprise Agreement (Insert correct name of agreement), subject only to modification to suit the specific needs of this project.
- We repeat our commitment to the Sub-contactor Procurement process (to be finalised on Friday 28th June, 2019) as a way of implementing the project's best practice commitments.
- Further, we commit to formation of subcontractor prequalification panels which shall be overseen by the Procurement Standing Committee (Insert correct name) using the following process:
 - Issuance of an agreed sub-contractor briefing pack to the market that will include a signed copy of the Agreement. The briefing pack will be based on the Queens Wharf subcontractor briefing pack.
 - Formation of panels based on the best responses, measured against agreed selection criteria.

We note that the panels will not be static and can be added to over time to reflect the project's requirements.

We believe the progress made this week, together with the undertakings contained here and in our letter of 26th June, 2019, are an indication of our best endeavours to resolve outstanding issues (insert correct language).

Yours sincerely,

Shopfitter Information Kit



Workplace: IRD and Tower 4, Queen's Wharf Brisbane

Version No: 1

18 SEPTEMBER 2018



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Shopfitter Information Kit

1.0 INTRODUCTION

As **[insert shopfitter name]** you are about to take possession of your tenancy for tenancy fit out works. As your tenancy is within an occupied construction site, you are required to be inducted into the applicable site HSE rules. As part of these requirements, there are a number of documents you will need to provide to indicate that you are managing the health and safety of workers, subcontractors and stockists within your tenancy accordingly.

This Information Pack details these requirements.

[This document should be read in conjunction with the following:](#)

- **[insert relevant documents]**

2.0 DEFINITIONS

Base Build means the construction of the base building by Probuild in preparation for fit-out by Shopfitter's on behalf of the tenant.

Base Building Subcontractor – Appointed by base building Contractor (Probuild), to undertake tenancy related works under supervision and direction from the Shopfitter.

Plant – Plant and Equipment refers to powered mobile plant and lifting equipment, as noted in but not limited to Attachment 1 – Common Plant and Equipment List.

Client means **[insert Client detail]**

Probuild means Probuild Constructions (Aust) Pty Ltd.

Probuild Site Induction – General site induction detailing emergency procedures, evacuation procedures, energizing and isolation requirements, amenities, supplementary First Aid, deliveries, unloading, waste removal and permit requirements.

Shopfitter means the Principal Contractor appointed by the tenant leasing the tenancy to oversee and complete the shop fit-out.

Tenancy Subcontractor – Appointed by the Shopfitter to undertake works within the tenancy.

Client Shopfitter Induction – Induction undertaken by the Shopfitter in accordance with the OHS Regulations.

3.0 SITE INFORMATION CONTACT LIST

[insert site information contact list]

APPOINTMENT OF TENTNAT'S SHOPFITTER

4.0 I

[It is the responsibility of the Tenant to formally engage a licensed / registered shopfitter or builder to undertake their fitout works on site.](#)

~~3.0~~5.0 SHOPFITTER INDUCTION & HANDOVER REQUIREMENTS

STEP 1 Prior to induction and physical commencement of works on site, a Prestart Interview is to be conducted by Probuild for the Shopfitter. This Shopfitter Site Information Kit details the requirements required of the Shopfitter.

STEP 2 Shopfitter HSE Documentation

As the Principal Contractor for your tenancy you are required to provide the following preferably by email or hardcopy 5 days prior induction:

Shopfitter Information Kit

1. Shopfitter Documentation Checklist (refer Appendix A)
2. Hazardous Substance & Dangerous Goods Register (refer Appendix A)
3. Project Hazard Identification (based on Contract Scope of Works) (refer Appendix A)
4. Health and Safety Coordination Plan (refer Appendix A)
5. Plant Review Checklist (refer Appendix A)
6. SWMS Review Sheet (refer Appendix A)
7. SWMS Template (refer Appendix A)

Note: Certificates of Currency of the relevant Insurances and proof of current contribution for relevant entitlements listed in the Shopfitter Documentation Checklist (refer Appendix A)

In order to ensure that the requirements of this section are you are referred to Appendix A Tenancy Subby Pack which provides you with the relevant proformas and advice with relation to completing these checklists and requirements.

STEP 3 Provide a signed copy of the 'Tenancy Handover Notice' (refer Appendix B)

STEP 4 Provide a copy and display the following in the tenancy shopfront:

1. Tenancy Number (refer Appendix C)
2. Principal Contractor Safety Information (refer Appendix D)
3. Building Permit (provided by your relevant Building Surveyor)

STEP 5 Once the information set out in STEPS 1, 2, 3 & 4 (above) has been completed to Probuild's satisfaction you will then be able to ~~undertake~~ book the Probuild Site Induction.

STEP 6 Following completion of the Probuild Site Induction, it still remains the responsibility of the Shopfitter to undertake its own Tenancy Inductions (incorporating the requirements outlined within their OHS Coordination Plan) with its Tenancy Subcontractors in accordance with the relevant Victorian State based Legislation.

STEP 7 After the Shopfitter has signed the 'Tenancy Handover Notice' (Refer Appendix B), the tenancy becomes the responsibility of the Shopfitter as the Tenant's appointed Principal Contractor, and the following must occur:

1. The Shopfitter must induct all Base Building workers that are required to work within their tenancy area into its requirements (as would be done for any of their own tenancy subcontractors)
2. The Shopfitter must review all SWMS for people working in their tenancy (including Base Building workers) for adequacy and compliance to ~~the Occupational Health and Safety Regulations 2007-5.1.3 (What is high risk construction work?)~~ the relevant OHS Legislation.
3. Appropriate supervision must be supplied at all times to ensure that works are completed in accordance with the ~~Occupational Health and Safety Act 2004 Vic and Occupational Health and Safety Regulations 2007 Vic~~ relevant OHS Legislation.

4.05.0 TENANCY SUBCONTRACTORS

Where you as the Principal Contractor for your tenancy engage subcontractors to undertake tenancy fitout works, you are required to follow the following steps prior to any Tenancy Subcontractor commencing works within your tenancy:

STEP 1 Tenancy Subcontractor HSE Documentation

Provide the following by email or hardcopy 5 days prior to the Tenancy Subcontractor starting works on site:

1. HSE Documentation Checklist (this is to be signed by the Shopfitter's nominated representative to confirm that the documentation supplied to Probuild had been checked and is complete.)

Shopfitter Information Kit

2. Project Hazard Identification (Based on Contract Scope of Works)
3. SWMS Template and completed SWMS for high risk works
4. SWMS Review Sheet (Completed by the Shopfitters nominated representative)
5. Plant Review Checklist (Reviewed by the Shopfitters nominated representative)
6. Hazardous Substance & Dangerous Goods Register
7. Certificates of Currency of the relevant Insurances listed on the HSE Documentation Checklist
8. Evidence of Other Entitlements as listed in the Documentation Checklist

In order to ensure that the requirements of this section are met you are referred to Appendix A Tenancy Subby Pack which provides you with the relevant forms and advice in relation to completing these checklists and requirements.

STEP 2 Probuild to review submitted paperwork and confirm date for induction

STEP 3 Tenancy Subcontractors to undertake Probuild Site Induction

STEP 4 Tenancy Subcontractors to proceed to tenancy for Shopfitter Induction and Prestart Toolbox Talk
Note: The Shopfitter is required to keep records of Shopfitter inductions and Toolbox Talks

STEP 5 Commence Tenancy Works

7.0 TENANCY STAFF & STOCKISTS

5.0 Before Tenant, their employees, contractor or agents may enter the premises the following must be undertaken:

STEP 1 All Tenancy Construction Works must be complete

STEP 2 Tenancy Staff / Stockist Supervisor will undertake a Probuild site-specific HSE induction

STEP 3 The Tenancy Staff / Stockist Supervisor will meet relevant Staff / Stockists at the Probuild site office, sign them into the visitor's register and escort the Staff / Stockists to their tenancy

STEP 4 Upon entry the Tenancy Staff / Stockists must be inducted into the Lessee's Safety Coordination Plan so that they can commence stocking / training

STEP 5 The Tenancy Staff / Stockist Supervisor will collect Stockist numbers each morning and sign off daily site register in the Probuild site office before 9:30am.

6.03.0 SHOPFITTER PROCEDURES

The following information and procedures are applicable when undertaking works on the above referenced site, and must be adhered to.

6.13.1 TENANCY HANDOVER ACKNOWLEDGEMENT LETTER

Prior to hand over to the Tenant or Principal Contractor/Shopfitter of the tenancy space, Probuild requires that the tenant, or its nominated Principal Contractor/ Shopfitter, formally acknowledge their legal responsibilities under the Occupational Health and Safety Act 2004 and the Occupational Health and Safety Regulations 2007 when taking possession of their tenancy.

A copy of the formal acknowledgement letter is provided in Appendix B for your further reference.

The letter will be formally issued to the appropriate party in due course, and must be returned to the Probuild site office prior to commencement of works on site.

Shopfitter Information Kit

6.28.2 MALL ACCESS

1. Access to mall precinct areas will be via the most direct route, as defined by Appendix E (**Site Plan and Access**). Such access routes may change from time to time, pending other base building works, staging requirements and Centre requirements. Probuild will advise of such changes as they become applicable.
2. For installation of tenant signage or shopfronts, contact Probuild to arrange a time and agree on a procedure to ensure these works do not interfere with other works within the mall due to other planned works, staging and sequencing of the Base Building works.
3. Protection to finished floors, walls, columns etc., to be implemented by the Principal Contractor/Shopfitter at their cost and removal of the same.

6.35.3 TENANCY POWER & ENERGISATION PROCEDURE

1. The tenancy will be handed over with non-energised tenancy submains at the rear of the tenancy. It will be responsibility of the tenant to install relevant tenancy distribution boards and apply for power prior to commencement, in order to obtain power for the shopfitting works.
2. Shopfitters must ensure that the temporary power board complies with AS/NZS3012:2010.
3. Shopfitters are required to ensure that appropriate temporary lighting is provided within the tenancy (in the absence of permanent lighting being provided) to allow for works to commence/continue until such time that the distribution board is energized.
4. Should the tenancy distribution board require isolation from the main board while works are being completed, the Shopfitter is required to submit a completed 'Energising Notification Form' (Appendix F) to their tenancy coordinator, to be provided to Probuild for its coordination.
72 hours notification is required for isolations.
5. Should the tenancy distribution board require energisation, the Principal Contractor is required to submit a completed 'Energising Notification Form' (Appendix F) to its tenancy coordinator, to be provided to Probuild for its coordination.
72 hours notification is required for energising.
6. Probuild will supply any electrical subcontractor with a copy of the industry energising procedure if they do not already have their own.
7. Only licensed electricians are to move or remove power outlets.
8. All electrical wiring must comply with AS3000.

6.43.4 ELECTRICITY

1. Treat all electrical cables as live.

All power tools and electrical leads are to be tested and tagged with current colour tag for the period:

Red - December through February

Green - March through May

Blue - June through August

Yellow - September through November

2. All power boxes must have ELCB/RCD protection.
3. All electrical leads are to be elevated off the ground/level using insulated hooks or lead stands, supplied by the Shopfitter or its relevant tenancy subcontractor.
4. Do not use electrical power tools, electrical leads or electrical boards near water.
5. If the main power board ELCB/RCD turns off do not turn it on, see an electrician at all times to check and determine if it is safe for the power to be reinstated. If power supply is interrupted to the tenancy at any time, please advise Probuild immediately to arrange the Base Building electrical subcontractor to investigate and determine corrective actions in accordance with the Regulations and confirm when power will be made available.

Shopfitter Information Kit

6. Turning the board back on without following this process could lead to electrocution, electric shock or serious injury.
7. The Electrical circuit may turn off when the board is overloaded or faulty tools or leads are being used.
8. Ensure a copy of the Certificate of Electrical Safety is provided by the Shopfitter's electrical subcontractor and copied to Probuild for record keeping purposes, prior to the commencement of trade works within the tenancy.

6.5.3.5 BOOKING & DELIVERIES

1. The Tenant and their shopfitters are required to make contact with a Probuild to arrange all deliveries 72 hours in advance. The following must be provided to Probuild with the request:

- Tenancy Number
- Trading Name
- Area
- Shopfitter Site Contact details
- Site Contact
- Mobile
- Email
- Vehicle Registration Number
- Full name of driver and mobile number
- Requested delivery date and preferred delivery time
- Type of Vehicle
- Estimated unloading duration
- Materials being delivered
- Number of pallets / boxes
- Additional equipment required to remove load from truck
- Details of person making the delivery booking including name, mobile and company

1.2. All deliveries are to be coordinated with Probuild's management, and only occur within current active loading areas and be registered on the project delivery board located in Probuild's Site Office. For the proposed loading areas refer to Appendix E (Site Plan and Access), this may change from time to time due to Base Building activities and the centre requirements.

2.3. Deliveries must be coordinated and be met by the Shopfitter at the relevant loading area, if the Shopfitter is not in attendance, unloading is not to proceed and the transport may be turned away. The Shopfitter is to unload the transport, providing all equipment in order to conduct the unloading safely and in accordance with their relevant SWMS, i.e. pallet jacks, lifting gear or forklift.

4. A maximum period of unload is to be 30mins but longer durations may be available upon request to Probuild Management.

3.5. All trolleys, hand trucks etc used to move materials within the site are to have non-marking tyres.

4.6. Once the delivery or unload is complete, the truck is to leave the loading area immediately.

5.7. If deliveries are to be in peak or busy periods, Probuild may allocate a truck holding area around the Centre to hold trucks until the loading areas become available. i.e. a holding pen for trucks. This will be on a first arrival, first released basis. Probuild will manage the holding pen and release trucks, as unloading areas become available.

6.8. All deliveries must enter site via the path route defined in Appendix E (Site Plan and Access), which may be updated from time to time pending sequencing requirements and Centre's directions

7.9. Unloading of shipping containers is not permitted on the site. All shipping containers are to be decanted elsewhere and transported to site. Only by written consent from the Client, the tenant and agreement with Probuild, is this permitted. Such a request should be made by the Shopfitter in writing to the tenant and the Client's tenancy coordinator and provide a copy to Probuild for review. After the Client has confirmed and

Shopfitter Information Kit

consulted with Probuild, such a request will be determined. One week's notice is required prior to booking such a delivery.

6.68.6 BINS AND WASTE REMOVAL

1. All rubbish and waste generated by the tenancy fit out is to be removed and is the responsibility of the Shopfitter to dispose to bulk bins.
2. The storage of tenancy rubbish in mall areas / public corridors or areas other than those described above will not be tolerated, and will be removed at the Shopfitter's / Tenants cost via the Client.
3. No equipment, materials or shopfitting joinery is to be stored in the mall at any time. Offending materials will be removed at the Shopfitter's cost via the Client.
4. Failure to comply with this will result in rubbish being removed by others at the Shopfitter's/Tenant's cost via the Client.
5. Any 'packing crates', 'packing material' or voluminous materials such as joinery units or the like generated during the tenancy works is to be removed by the Shopfitter via back loading. i.e. transported away from the site by the Shopfitter. Such material is not to be placed in the bulk bins provided. Such debris is to be removed by the Shopfitter, as soon as the rubbish is generated. Should this not occur, any additional costs to remove the same will be borne by the Shopfitter / Tenant via the Client.
6. Any materials considered as hazardous or dangerous must be removed by the Shopfitter under relevant regulations and/or EPA requirements

6.78.7 SHOP FRONTS, BULKHEADS AND GLASS

1. All tenancy shopfronts including all supply and installation are the responsibility of the Shopfitter. This includes all structural engineering, glazing engineering and required certifications to obtain the Final Certificate or Occupancy Permit. This is required as a minimum or will be to the requirements of the Client's fitout guide. Any shop front tenancy signage must be correctly installed and secured in place using adequate and fit for purpose fixings. The weight of any proposed shop front tenancy signage, and necessary structural support must be properly considered and addressed prior to installation. Such works must be reviewed by a qualified engineer and approved by the Centre prior to proceeding. A copy of the approved design is required prior to commencement and the design engineer's certification is required upon completion. Such information is to be provided to the Client.
2. It is the Shopfitter's responsibility to provide and maintain adequate protection to the shop front during the works up until the official opening of the mall to the public.

6.88.8 ROLLER SHUTTERS

1. Roller shutters or shutter and operable doors are the responsibility of the Shopfitter including all structural engineering and supply for supports, fixings, shutters and the like. This is required as a minimum or will be to the requirements of the Client's fitout guide.
2. Any new roller shutters proposed to be installed within the tenancy as part of the tenancy fit out works must be independently hung in accordance with engineer's recommendations and an engineer's certificate is required to be issued to the Client and copied to Probuild prior to installation and trading.
3. The Client requires evidence that roller shutter installation including welds etc have been inspected and signed off by the tenants certified engineer prior to opening.

2.4.

6.98.9 SHOPFITTER SIGNAGE TO BE DISPLAYED

The below listed documents are to be displayed at the shop front of each tenancy whilst shopfitting works are being performed.

1. A completed 'Principal Contractor SAFETY INFORMATION' (Appendix D). A blank copy will be provided prior to commencement and is to be completed by the Shopfitter/Principal Contractor prior to commencement.

Shopfitter Information Kit

2. 'Tenancy Identification Number' (Appendix C). Probuild will provide and post on the left hand inter-tenancy wall or shopfront prior to commencement. The Shopfitter is to ensure it is visible at all times during the works as per Occupational Health and Safety Regulations 2007 Division 2, Sub-division 1 - Duties of Employers.
3. A copy of the Building Permit for the proposed works to the tenancy.

~~6.10~~ 8.10 **SPRINKLER HEADS AND SPRINKLER PIPE DROPPERS**

1. Typically in each tenancy the high level sprinkler heads, (concealed heads), have been fitted off as part of the base building works and are live. All sprinkler heads must be treated as live when undertaking works.
2. The rough-in of the sprinkler droppers and fit out heads will be coordinated with the Shopfitter during the fit out works. Probuild requires 72 hours notice for the rough-in of droppers or fitting off of heads. Subject to the number of tenancies being fitted out at any one time, such work will be scheduled by Probuild and the Base Building sprinkler subcontractor. At certain times the demand for the sprinkler fitters may be high and in this case ensure the notifications are provided promptly in order to avoid delays with your works.
3. Unauthorised persons shall not move sprinkler heads or pipe droppers within the ceiling.
4. Care must be taken not to accidentally hit sprinkler droppers or heads with mobile plant. If contact is made with a sprinkler head the Shopfitter must report it to the nominated tenancy coordinator or Probuild staff immediately.
5. No sprinkler works will be carried out if ceiling is installed prior to sprinklers being installed as this may result in the ceiling being removed. Please note if an incident with a sprinkler head is not reported to Probuild or the Client Tenancy Coordinator, it could result in the tenancy being flooded and stock/materials damaged.

~~6.11~~ 8.11 **MSDS (Material Safety Data Sheets)**

1. All hazardous or dangerous materials proposed to be used on this project must be accompanied with a current Material Safety Data Sheet (MSDS) e.g. paints, two pack epoxys, acids, glues which require approved ventilation equipment by Probuild and/ the Client.
2. Copies of all MSDSs must be kept in the workplace and issued to Probuild HSE Management for file in the case of an emergency.

~~6.12~~ 8.12 **MDF CUTTING & DISPOSAL PROCEDURES**

The cutting, planning or drilling of MDF is not permitted within the tenancy or in the mall areas. All MDF is to be prefabricated/pre-cut and dressed off site. If there is a requirement to cut MDF on site there is a specific cutting room available for use. Please reference Appendix O.

8.13 **Fire Spray**

Structural steel members are typically treated with a vermiculite 'firespray'. It is essential that these elements are not damaged or altered.

~~6.13~~ 8.14 **PERMITS**

~~6.13.1~~ 8.14.1 **Concrete cutting and coring procedures**

Standard safeguards for concrete floor cutting apply in all areas of this project.

In addition to the concrete cutting controls on the Concrete Cutting Permit:

1. All permit users must carry the authorised permit at all times when cutting floors, etc.
2. No concrete cutting permit is issued without a copy of a scanner's report attached.
3. Authorisation of Concrete Cutting Permits will be by Probuild Site Management.
4. All permit users must give 24 hours notice prior to expected permit use.
5. All costs associated with the review of the proposed cut or core by the engineer will be borne by the Shopfitter, as well as scanning costs, base building electrician attendance costs and any cutting or coring

Shopfitter Information Kit

costs. It is Probuild's preference to undertake all works to ensure the correct procedures are used, to minimise any potential problems associated with such works.

~~6.13.28.14.2~~ **Chases in Concrete Floor**

Floor chasing of any depth is not permitted on any concrete slab on this project unless approval has been obtained from the Base Building structural engineer. Ref section 6.13 item 5 above for responsibility of costs.

~~6.13.38.14.3~~ **Percussion Drills**

There is power located in concrete slabs. Drilling holes into concrete slabs with percussion drills must be coordinated via Probuild.

~~6.13.48.14.4~~ **Hot Works Permits**

Hot Works mean any work activity that generates heat or uses heat that has the potential to start a fire if not controlled. For example welding or grinding.

A Hot Works permit is required if:

- Works are to take place in a confined workspace
- There is a high risk of fire spreading (example working in flammable environments or in the presence of large quantities of flammable/combustible material); or if the area is under a total fire ban (if this is the case, a fire authority permit may also be required)

A Shopfitter is required to complete the Client's Hot Works Permit which must be approved by the Client or the Client's representative .

- Isolation is required are to be coordinated through your relevant TPM. Cost to be advised.

~~6.13.58.14.5~~ **Working at Heights Permits**

A Working at Heights Permit must be obtained prior to any works where there is a risk of an involuntary fall of over two (2) metres or more, with regard to the following circumstances:

- Working from an approved elevated work platform or
- Working from an approved scaffold or
- Working from an approved chariot/platform ladder (unless working next to an exposed edge within the same distance as the maximum height of the chariot/platform ladder + 1 metre)

'Approved' means compliant with Australian standards, relevant Victorian legislation and manufacturer's requirements.

A Shopfitter is required to complete the Client's Working at Heights Permit which must be approved by the Client or the Client's representative .

~~6.14.8.15~~ **SCAFFOLDING**

1. All scaffolds to be built by a qualified scaffold person (where required) and installed in accordance with the applicable Australian Standards.
2. All scaffolding is to be built in accordance with the manufacturer's design.
3. Never climb up or down scaffolding frames. Always use the proper access provided.
4. Be aware of ceiling hangers, and sprinkler heads when working at heights.

~~6.15.8.16~~ **PERSONAL PROTECTIVE EQUIPMENT (PPE)**

1. All employees are to wear appropriate personal protective equipment.
2. As a minimum all contractors are to wear safety footwear, hard hat and high visibility vest, safety glasses and gloves (gloves are to be carried as a minimum and worn for task specific activities) and other PPE as required for the specific task.

Shopfitter Information Kit

3. Any tenants or visitors are to wear safety footwear, high visibility vest, hard hat and appropriate clothing for a construction environment. Tenants or visitors are to be accompanied by a site inducted person at all time, signed in to the visitors' register located at Probuild Site Office and comply with Probuild's Safety Coordination Plan.

6.168.17 SECURITY

1. It is the responsibility of the shopfitters to maintain security to their own premises throughout duration of fit out works.
2. It is the tenant's responsibility to supply and install lock cylinders to tenancy perimeter doors and maintain perimeter security.

6.178.18 STAFF ACCESS

Until such time as control of access is officially handed over to the tenant and tenancy sign off procedure is complete, tenants have visitor status, and are required to sign into Probuild's Visitor register located in Probuild Site Office, and be escorted by the relevant Client representative.

Where tenants, staff and associated personnel require access through construction areas they will be identified as Visitors – not inductees. They will receive instruction from Probuild in:

- Minimum safety wear – hard-hat, vest, closed leather shoes, safety glasses, gloves and appropriate clothing for a construction environment
- Approved access route to tenancy
- Restrictions on hours, movement of materials through public areas and construction areas
- Location of toilets and amenities - refer attached plan
- Evacuations procedures
- Disposal of rubbish
- First Aid/Security provided by individual tenancy and Centre Management
- No access to any other areas of construction works and strictly no sight seeing.

Whilst Probuild controls access tenants/shopfitters will take instructions from Probuild personnel in this regard.

6.188.19 SITE AMENITIES & SUPPLEMENTARY FIRST AID

The Shopfitters site amenities and supplementary First Aid room is located at the Probuild's site amenities. The Base Building amenities are separate from these facilities and are not to be used during the works.

Shopfitters will be responsible for their own first aid and are required to provide their own first aid representative, in accordance with the OHS Regulations and Compliance Code.

Probuild may assist during the enacting of your emergency management plan where emergency services are required.

6.198.20 PROBUILD TENANCY SITE SUPERVISOR

A Probuild Site Supervisor will be allocated to liaise with shopfitters for any coordination between Tenancy works and Base Building works. The name and contact number of the allocated Site Supervisor will be identified at the Prestart Meeting with the Shopfitter and displayed in Probuild Site Office.

6.208.21 PLANT AND EQUIPMENT INDUCTION

It is the responsibility of the Shopfitter to complete Plant and Equipment Induction for each such item to be used as part of the fitout work. Sample attached as per Appendix H.

- Verification of Competency

Any person that is required to hold high risk work licence or certificate of competency for operating plant and equipment at a Probuild site where Probuild is the Principal Contractor is required to demonstrate that they have undertaken a verification of competency by a registered training organisation within the last three years (VOC).

Shopfitter Information Kit

Where the issue date of the high risk work license or certification of competency is within three years, a verification of competency is not required.

Should an item of plant be required to travel through the project site where Probuild is the Principal Contractor into another Principal Contractors zone it is preferential that the person also holds a VOC in additional to what is required at law, however it is not mandatory due to the operating plant and equipment being in transit.

8.22 DRUG & ALCOHOL TESTING

The overarching principle of this program is to identify any person who is not fit to perform the inherent requirements of his / her position. This process ensures Probuild has a mechanism to appropriately manage the misuse of alcohol and other drugs in the workplace through education, counselling, rehabilitation and discipline where required.

Regular drug and alcohol testing will be conducted periodically involving all people on the Project. Drug and Alcohol tests will be conducted for the following substances on Probuild projects: Alcohol, Opiates, THC (marijuana or cannabis), Cocaine, Benzodiazepines, Amphetamine and Methamphetamine.

8.23 WORKPLACE ARRANGEMENT

The Client is committed to delivering the Project with a quality workforce, on time and within budget whilst ensuring to the highest standards of occupational health and safety and compliance with all laws. The Shopfitter should have a Workplace Relation Management Plan (WRMP) for the Project to demonstrate how they will assist in delivering the Project on this commitment

The WRMP should address:

- Proposed workplace arrangements for the Project including terms and conditions that will attract a suitably skilled and high quality workforce. The Client may request a copy of you industrial instrument that would cover and apply to their workers on the Project.
- Compliance with all workplace relations laws, including migration laws.
- Processes for the management of subcontractors;
- Productivity measures, including how the tenderer will mitigate the risk of all forms of industrial action and disputation throughout the life of the Project.

Attached for your information is a copy of Probuild's WRMP for the Project in Appendix H.

6.24 8.24 SITE WORKING HOURS

Monday to Thursday	7.00am to 5.30pm
Friday	7.00am to 3.30pm
Saturday	7.00am to 3.30pm
Sunday	No Work

- After hour works requires 72 hours notification prior to works commencing, noting that potential cost may apply subject to Probuild availability. -

NB: The above may only be changed in consultation with Probuild and any other relevant parties. Probuild reserves the right to alter arrangements dependent on project circumstances and demands that may arise.

Please note that under State noise restrictions, noise is only allowable:



Please refer to (APPENDIX A) for typical working day calendar

Shopfitter Information Kit

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Appendix A

Tenancy Shopfitter 'Subby Pack'

Shopfitter Information Kit

LIST OF DOCUMENTS

- 01 – HSE Documentation Checklist
- 02 – Hazardous Substance & Dangerous Goods Register
- 03 – Project Hazard Identification (Based on Contract Scope of Works)
- 04 – Health and Safety Coordination Plan
- 05 – Plant Review Checklist
- 06 – SWMS Review Checklist
- 07 – SWMS Template

Shopfitter Information Kit

SHOPFITTER DOCUMENTATION CHECKLIST

TENANCY NAME

CONTRACTOR NAME:

SUBCONTRACTOR TO: (IF APPLICABLE)

ON SITE HSE CONTACT NAME AND PHONE

ON SITE FIRST AID ATTENDANT (MIN LEVEL 2)

COMPANY HSE CONTACT NAME AND PHONE:

RTW COORDINATOR NAME AND PHONE:

DOCUMENTATION REQUIRED	YES/NO TICK	DATE
Completed copy of the HSE Documentation Pack including:		
– Completed hazard assessment on contract scope of works		
– Completed SWMS for immediate 'High Risk' tasks (other SWMS to be provided as the contract works progress)		
– Completed Hazardous Substance and Dangerous Goods Register		
– Current MSDS's for identified Hazardous Substances and Dangerous Goods		
– Plant Review Form for any nominated plant to be used		
Certificates of Currency		
Copies of certificates of Currency MUST be supplied for the following:		
<u>Workers Compensation Expiry Date:</u>		
<u>Public Liability (\$20M) Expiry Date:</u>		
– Workers Compensation Expiry Date:		
– <u>you confirm that you (and any proposed Subcontractors) have met your obligations and will continue to do so in relation to your employees' entitlements in accordance with your respective</u>		
– <u>industrial agreement. Public Liability (\$20M) Expiry Date:</u>		
– <u>If you employ under an Enterprise Agreement has that Agreement been registered?</u>		
– <u>If yes, please provide a copy of letter of registration from FWA (or similar)</u>		
– <u>You confirm that your employees and Secondary Subcontractors be Australian Citizens, Permanent/Temporary Residents or hold the required Visa to undertake work on the Project?</u>		
– <u>You confirm that you pay the required superannuation entitlement on behalf of you employees? i.e. contributions to CBUS, Australian Super, AMP?</u>		
– <u>What long service leave entitlement are accrued on behalf of your employees? i.e. ConInvest, CILSLPB, LSPCNSW</u>		
<u>Provide details</u>		
– <u>You confirm that you pay your employees the required redundancy entitlement? Please provide details:</u>		

Shopfitter Information Kit

The following subcontractors are to be utilised on this tenancy fit-out and reporting to me as the Principal Contractor (Shopfitter) of this tenancy.

Subcontractor:		Task:	
Subcontractor:		Task:	
Subcontractor:		Task:	
Subcontractor:		Task:	
Subcontractor:		Task:	
Subcontractor:		Task:	
Subcontractor:		Task:	
Subcontractor:		Task:	
Subcontractor:		Task:	
Subcontractor:		Task:	
Subcontractor:		Task:	
Subcontractor:		Task:	

Reviewer:

Name:	
Signature:	
Date:	

All documentation is to be submitted to the **[insert appropriate person]** for review, 5 days prior to the site induction.

Incomplete or inadequate documentation may result in the Tenancy Subcontractor not being allowed to commence work on site.

Shopfitter Information Kit

TENANCY SUBCONTRACTOR DOCUMENTATION CHECKLIST

TENANCY NAME	
CONTRACTOR NAME:	
SUBCONTRACTOR TO: (IF APPLICABLE)	
ON SITE HSE CONTACT NAME AND PHONE	
COMPANY HSE CONTACT NAME AND PHONE:	
RTW COORDINATOR NAME AND PHONE:	

DOCUMENTATION REQUIRED	TICK	DATE
Completed copy of the HSE Documentation Pack including:		
– Completed hazard assessment on contract scope of works (Not Required by Probuild)		
– Completed SWMS for immediate 'High Risk' tasks (other SWMS to be provided as the contract works progress) (Not Required by Probuild)		
– Completed Hazardous Substance and Dangerous Goods Register		
– Current MSDS's for identified Hazardous Substances and Dangerous Goods		
– Plant Review Form for any nominated plant to be used		
Certificates of Currency		
Copies of certificates of Currency MUST be supplied for the following:		
Workers Compensation Expiry Date:		
Public Liability (\$20M) Expiry Date:		

Reviewer:	
Shopfitter:	
Name:	
Signature:	
Date:	

All documentation is to be submitted to **[insert appropriate person]** for review, 5 days prior to the site induction.

Incomplete or inadequate documentation may result in the Tenancy Subcontractor not being allowed to commence work on site.

Shopfitter Information Kit

PROJECT HAZARD IDENTIFICATION BASED ON CONTRACT SCOPE OF WORKS FOR:

TENANCY NAME:

The Victorian OHS Regulations Part 5 Construction, section 5.1.3 define High Risk Construction work as being work that involves one or more of the following:

- Where there is a risk of a person falling more than 2 metres
- On telecommunications towers
- Demolition
- The removal or likely disturbance of asbestos
- Structural alterations that require temporary support to prevent collapse
- A confined space
- A trench or shaft if the excavated depth is more than 1.5 metres
- A tunnel
- The use of explosives
- On or near pressurised gas distribution mains or piping
- On or near chemical, fuel or refrigerant lines
- On or near energised electrical installations or services
- In an area that may have a contaminated or flammable atmosphere
- Involving tilt-up or precast concrete
- On or adjacent to roadways or railways used by road or rail traffic
- At workplaces where there is any movement of powered mobile plant
- In an area where there are artificial extremes of temperature
- In, over or adjacent to water or other liquids where there is a risk of drowning
- Diving.

If an activity listed on the risk assessment requires any of the above to occur, a Safe Work Method Statement (SWMS) is required.

NOTE: Probuild will not accept generic SWMSs for activities that fall under the category of High Risk Construction Work.

SHOPFITTER INFORMATION KIT

[INSERT PRINCIPAL CONTRACTOR NAME] HEALTH AND SAFETY COORDINATION PLAN

Tenancy Name:	<input type="text"/>	Tenancy Number:	<input type="text"/>
Location:	<input type="text"/>	Prepared by:	<input type="text"/>
Phone number:	<input type="text"/>	Date:	<input type="text"/>

Note: This co-ordination plan must be reviewed if there are any significant changes to the work. It must be available for inspection by anyone doing construction work on the project, new employees, health and safety representatives, and members of the health and safety committee.

People with specific health and safety responsibilities

Name	Position	Phone number	Brief description of OHS responsibilities
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Arrangements for co-ordinating the health and safety of the project

Describe the responsibilities for the arrangements. Include the arrangements for communicating with contractors and others who may be off-site from time to time.

Item	Responsible person
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

SHOPFITTER INFORMATION KIT

Arrangements for co-ordinating the health and safety of the project

Describe the responsibilities for the arrangements. Include the arrangements for communicating with contractors and others who may be off-site from time to time.

Site safety rules

Each rule should be simple and clear, covering only one issue. Set out who is covered by each rule and who is responsible for communicating it.

Item	Responsible person
PPE appropriate for each task must be worn at all times	
SWMS must be completed for all high risk works prior to works commencing	
MSDS must be supplied and adhered to at all times	
All electrical leads and tools must be tested and have current electrical tag	
All plant to be plant inducted prior to use at the workplace	
A first aid construction kit must be at the workplace at all times during working hours	
A trained first aider must be available at all times during working hours	
All scaffolds must be built in accordance with manufacturers recommendations	
Hot works permits must be obtained prior to performing works	
Concrete cutting or core hole drilling permit must be obtained prior to performing works	

SHOPFITTER INFORMATION KIT

PLANT NO.

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PLANT REVIEW FORM

Plant Review Form			
Tenancy Name:			
Company:			
Company Contact:			
Hire Company:			
Contact Phone:			
Plant Type:			
Make / Model:			
Serial No:			
Date Last Serviced:			
Plant Risk Assessment Conducted and available for inspection if required.	YES NO	Date:	
Plant maintenance current and records available for review if required.	YES NO	Date:	
10 Year inspection undertaken as appropriate:	YES NO	Date:	

Plant Supplier / Plant Receiver Declaration	
I hereby declare that the plant outlined above is fit for purpose and has been serviced and maintained by a competent person in accordance with the manufacturers recommendations.	
Name:	
Company:	
Signature	
Date:	

Review	
Reviewed By:	
Date:	
Signature:	

SHOPFITTER INFORMATION KIT

SWMS REVIEW FORM

TENANCY NAME:

CONTRACTOR NAME:

ACTIVITY / TASK:

In reviewing Safe Work Method Statements (SWMS) the following are to be considered:

Topic	Yes	No	Comments
Are hazards & risks associated with the task clearly identified in the SWMS?			
Have site specific considerations been taken into account during the development of the SWMS?			
Are control measures outlined in the SWMS relevant and in keeping with the hierarchy of control?			
Is the SWMS current for the activity being undertaken (i.e. not more than 1 year old / site specific considerations remain unaltered)?			
Is relevant legislation identified on the SWMS?			
Does the SWMS include record of a toolbox talk or signoff from the workers using the SWMS?			

If the answer to any of the above questions is 'NO', please ensure that the SWMS is updated to reflect these points prior to being accepted.

Does the activity require a Permit to be issued? e.g. hot work (Circle appropriate) YES | NO

If yes, complete Permit and attach all relevant documentation.

Reviewed By:

Date:

Signature:

This signoff is only for the criterion outlined above. Probuild and its employees engaged to review SWMS's do not take responsibility for the technical accuracy of the content.

SHOPFITTER INFORMATION KIT

SAFE WORK METHOD STATEMENT

Organisation Details

Organisation Name:	Contact Name:
ACN/ABN	Contact Position:
Address:	Contract Phone No:

Project Details:

Project:
Activity:
Resources / Trades Involved:
Equipment Used:
Maintenance checks:
Materials Used:

PPE:
(Circle / Highlight all that apply)



Occupational Health Safety or Environmental Legislation:	Codes or Standards applicable to the works:
--	---

SHOPFITTER INFORMATION KIT

Level	Description of Consequence or Impact	Consequence	Likelihood / Probability		
			1 Minor	2 Moderate	3 Major
1 Major (High level of harm)	Potential death, permanent disability or major structural failure/damage. Off-site environmental discharge/release not contained and significant long-term environmental harm.	A Likely	M	H	H
2 Moderate (Medium level of harm)	Potential temporary disability or minor structural failure/damage. On-site environmental discharge/release contained, minor remediation required, short-term environmental harm.	B Possible	L	M	H
3 Minor (Low level of harm)	Incident that has the potential to cause persons to require first aid. On-site environmental discharge/release immediately contained; minor level clean up with no short-term environmental harm.	C Unlikely	L	L	M

Level	Likelihood / Probability
Likely	Could happen frequently
Possible	Could happen occasionally
Unlikely	May occur only in exceptional circumstances

Item	Job steps	Hazards	Risk Class/ Ranking	Controls	Name of persons responsible for work

SHOPFITTER INFORMATION KIT

Item	Job steps	Hazards	Risk Class/ Ranking	Controls	Name of persons responsible for work

Site Specific Considerations:

SHOPFITTER INFORMATION KIT

Review No	01	02	03	04	05	06	07	08	09
Initial:									
Date:									

Appendix B

Tenancy Handover Notice

< insert data >

SHOPFITTER INFORMATION KIT

< insert company name >
< insert name >
< insert address >

Dear Sir/Madam

RE: [Workplace]
HANDOVER AND INDUCTION NOTICE

You are referred to your pending occupation of Tenancy Unit _____ located at [Workplace].

Probuild implements a formal Occupational Health and Safety Management Plan on all projects, and rigorously enforces the application of that Plan in full accordance with its obligations pursuant to the relevant OHS Act and Regulations. By taking handover of the tenancy the tenant/shopfitter agrees to the following:

On < insert date> the noted tenancy will be made available to you, and you shall become the occupier of that tenancy.

As detailed in the Principal Contractor / Shopfitter site information kit a Prestart Interview is required to be undertaken with Probuild Constructions (Aust) Pty Ltd prior to undertaking the general base building (Probuild) Induction.

Until the Principal Contractor / Shopfitter completes and qualifies the Prestart interview, no booking of the Shopfitter inductions through Probuild can be undertaken and no works can commence on site.

Probuild shall provide a general (Probuild) induction to all Shopfitter's site personnel entering the Shopping Centre Redevelopment construction zone to again access to the tenancy.

It is the responsibility of the Shopfitter's nominated representative to ensure all individuals undertaking works within the tenancy complete the general (Probuild) induction prior to commencement of their works.

Your nominated Shopfitter's representative is responsible for your obligations pursuant to the relevant OHS Act and Regulations by undertaking all further Principal Contractor / Shopfitter specific site inductions or procedures relevant to your tenancy.

By signing this Handover and Induction Notice below you acknowledge both receipt of this letter and confirmation of acceptance of the above conditions.

Probuild wishes you well with the execution of your relevant works.

Yours sincerely
PROBUILD CONSTRUCTIONS (AUST) PTY LTD

For and on behalf of **[insert tenancy name]**, I confirm acceptance of the conditions of handover of the tenancy as outlined in this letter.

Signature:

Name:

Position:

Date:

Appendix C

Tenancy Identification Number

01

Appendix D

Principal Contractor Safety Info

SHOPFITTER INFORMATION KIT

TENANCY SAFETY INFORMATION OF PRINCIPAL CONTRACTOR

TENANCY NAME & NUMBER
PRINCIPAL CONTRACTOR
SITE SUPERVISOR & CONTACT MOBILE NUMBER
OH&S REPRESENTATIVE & CONTACT MOBILE NUMBER
FIRST AID REPRESENTATIVE FOR PRINCIPAL CONTRACTOR & CONTACT MOBILE NUMBER
FIRST AID REPRESENTATIVE FOR BASE BUILD CONTRACTOR (PROBUILD) & CONTACT MOBILE NUMBER

- HAVE YOU DEVELOPED YOUR SWMS(S) AND HAVE THEM WITH YOU?
- DO YOU HAVE YOUR CONSTRUCTION INDUCTION CARD?
- HAVE YOU BEEN INDUCTED?
- DO YOU HAVE A FIRST AID KIT ON SITE?
- ARE ALL YOUR LEADS TESTED AND TAGGED CORRECTLY?

Appendix E

Site Plane & Access

SHOPFITTER INFORMATION KIT

(Insert site map)

Appendix F

Energising & Isolation Notification Form

SHOPFITTER INFORMATION KIT

ENERGISING / ISOLATION PROCEDURE NOTIFICATION

(Please tick)

Please complete form and return to Probuild WHS with Prescribed Certificate signed by inspector.

CONTRACTOR NAME

(Requesting Energisation)

CONTACT DETAILS

TENANCY No.

TENANCY NAME

REC No

RESPONSIBLE PERSON

CONTACT PHONE No

AREA

SWITCHBOARD DESTINATION

REQUESTED DATE OF ENERGISATION

(2 Days Notice required)

EQUIPMENT DESCRIPTION

ELECTRICAL SAFETY TEST COMPLETED _____(Date)

(Attach copies of Certificates of Electrical Safety)

EQUIPMENT OK FOR ENERGISING _____(Date)

ISSUED TO

NAME OF RESPONSIBLE PERSON

POSITION

COMPANY AUTHORISATION

Name:

Date:

Signature: _____

Appendix G

Energising & Isolation Notification Form