

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

WITNESS STATEMENT OF GRAEME NEWTON

I, Graeme Newton, Chief Executive Officer (**CEO**) of the Cross River Rail Delivery Authority (**Delivery Authority**), headquartered at 150 Mary Street, Brisbane, swear as follows:

Background

1. I make this Statement in response to notices 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. For the purposes of this Statement, a reference to:
 - (a) the *CFMEU* is a reference to:
 - (i) the Queensland and Northern Territory Divisional Branch of the Construction and General Division of the organisation registered under the *Fair Work (Registered Organisations) Act 2009* (Cth) that at all material times has been known as the "CFMEU" (or from 2018 to 2023 as the "CFMMEU"); and
 - (ii) the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, registered under the *Industrial Relations Act 2016* (Qld).
 - (b) *Delivery Partner* or *Delivery Partners* is a reference to the consortium of commercial parties, including head/principal contractors, undertaking a component of the works comprising the Cross River Rail Project, either individually or collectively depending on the context.
4. I am the CEO of the Delivery Authority.
5. I hold a Bachelor of Applied Science (Surveying), Graduate Certificate Project Development, a Master of Business Administration (Project Management), GAICD, and EngExec with Engineers Australia.
6. My professional history includes the following positions:
 - (a) Lead Partner – Public Sector (Queensland Government), Deloitte Australia (September 2014 – June 2017);
 - (b) Chief Executive Officer – Queensland Reconstruction Authority (January 2011 – September 2014);
 - (c) Coordinator General and Director-General – Department of Infrastructure and Planning, Queensland Government (August 2010 – January 2011);
 - (d) Chief Executive Officer, Queensland Water Infrastructure (April 2006 – July 2010);

- (e) Major Program Director, Stanwell Gas Peaking Power Station Project – Stanwell Corporation Ltd (June 2005 – April 2006); and
 - (f) General Manager and Company Secretary – Burnett Water Infrastructure (June 2001 – June 2005).
7. I was appointed the CEO of the Delivery Authority in September 2017.
8. A copy of my CV is at **Annexure GN-1, pages 2 to 6** of the Bundle.

My appointment

9. The Delivery Authority is established pursuant to section 8 of the *Cross River Rail Delivery Authority Act 2016* (**Delivery Authority Act**).
10. My position as CEO is established pursuant to section 49 of the Delivery Authority Act.
11. In June 2017, I was initially placed on secondment from Deloitte to act as the interim CEO of the Delivery Authority.
12. In August 2017, I was announced as the permanent CEO of the Delivery Authority, commencing in September 2017.
13. The appointment process was a merit-based selection process managed by an external recruitment firm with oversight from the Cross River Rail Delivery Board (**Board**). I applied for the role and was interviewed by a selection panel. The selection panel was a mix of members of the Board and an independent person and included:
- (a) The Honourable Paul Lucas, Board member;
 - (b) Ms Mary O’Kane AC, Board member;
 - (c) Mr John Lee, Board member; and
 - (d) Ms Jane Lowney, Robert Walters (independent).
14. Pursuant to section 52 of the Delivery Authority Act, the term of my appointment is limited to 5 years, but I may be reappointed to the role.
15. On 13 July 2022, the Board approved my reappointment for a further 5 years under section 52(2) of the Delivery Authority Act. Mr Neil Scales OBE, then Chair of the Board, consulted with the Minister for Cross River Rail on the appointment in accordance with section 49(1) of the Delivery Authority Act. I was reappointed to the position in September 2022.

Oversight of the Delivery Authority

16. The Delivery Authority is governed by the Board, which oversees performance, financial management and compliance and determines the strategic direction of the Delivery Authority.
17. The Minister with responsibility for administration of the Delivery Authority Act, and therefore the Cross River Rail Project (sometimes referred to as “**the Project**” in this Statement with paragraph 31 providing details as regards the full scale of the works comprising the Project), have been the following:

- (a) From 1 January 2017 to 9 February 2017 — Deputy Premier, Minister for Infrastructure, Local Government and Planning and Minister for Trade and Investment;
 - (b) From 10 February 2017 to 11 December 2017 — Deputy Premier, Minister for Transport and Minister for Infrastructure and Planning;
 - (c) From 12 December 2017 to 19 September 2019 — Deputy Premier, Treasurer and Minister for Aboriginal and Torres Strait Islander Partnerships;
 - (d) From 20 September 2019 to 10 May 2020 — Minister for Innovation and Tourism Industry Development and Minister for Cross River Rail;
 - (e) From 11 May 2020 to 11 November 2020 — Minister for State Development, Tourism and Innovation; and
 - (f) Since 11 November 2020 — Minister for Transport and Main Roads.
18. The relevant Government Department sitting within the above Ministerial portfolios with administrative responsibility for the Delivery Authority Act, and therefore the Cross River Rail Project, have been the following:
- (a) From 1 January 2017 to 11 December 2017 — Department of Infrastructure, Local Government and Planning.
 - (b) From 12 December 2017 to 19 September 2019 — Queensland Treasury.
 - (c) From 20 September 2019 to 10 May 2020 — Department of Innovation and Tourism Industry Development.
 - (d) From 11 May 2020 to 11 November 2020 — Department of State Development, Tourism and Innovation.
 - (e) Since 11 November 2020 — Department of Transport and Main Roads (**DTMR**).
19. DTMR is responsible for planning, investment, management and delivery of Queensland's integrated transport environment. In its role as the sponsoring organisation for the Cross River Rail Project, DTMR sets Project Sponsor Requirements (**PSRs**). The PSRs establish objectives for the Project and other transport-related projects being delivered by the Delivery Authority. Typically, PSRs are communicated by correspondence addressed to the Delivery Authority.
20. DTMR's sponsoring role and involvement is formalised through inter-agency agreements. This includes the CEO Executive Steering Committee (**ESC**), which includes senior representatives from the Delivery Authority, DTMR and Queensland Rail (**QR**), and is chaired by DTMR. The ESC provides oversight of all PSRs, monitors progress and provides guidance to ensure project benefits are realised.

Functions of the Delivery Authority

21. The Delivery Authority's main functions, as prescribed by section 12(1) of the Delivery Authority Act are:
- (a) to plan, carry out, promote or coordinate activities to facilitate economic development and development for community purposes, in a cross river rail priority development area (**PDA**); and

- (b) to facilitate the efficient delivery of the cross river rail project and transport-related projects.
22. Pursuant to section 12(2) of the Delivery Authority Act, the Delivery Authority does this by:
- (a) identifying opportunities and options for facilitating economic development, and development for community purposes, in a cross river rail PDA;
 - (b) identifying, and consult with relevant entities about, options for funding development mentioned in paragraph (a);
 - (c) giving advice and recommendations about a matter mentioned in paragraph (a) or (b) to —
 - (i) the Minister; and
 - (ii) if appropriate, a relevant entity.
23. Pursuant to section 12(3) of the Delivery Authority Act, the Delivery Authority also has the following functions in relation to the 'cross river rail project' or a 'transport-related project'—
- (a) to carry out planning for the project, including—
 - (i) inviting and evaluating proposals for the delivery of the project; and
 - (ii) facilitating the procurement and supply of infrastructure and services for the project;
 - (b) to ensure that any approvals or authorities required for the project under other laws are obtained;
 - (c) to enter into and manage contractual and other arrangements for the delivery of the project, including, for example—
 - (i) negotiating and entering into agreements about funding for the project; and
 - (ii) ensuring contracts and agreements are performed in accordance with their terms;
 - (d) to consult, or facilitate consultation, with relevant entities about funding and delivery of the project;
 - (e) to provide, ensure the provision of, or manage infrastructure and other services and facilities for, or relating to, the project;
 - (f) to promote the project through, for example, advertising and encouraging investment;
 - (g) to give advice and recommendations about options for funding and delivering the project to—
 - (i) the Minister; and
 - (ii) if appropriate, a relevant entity.

My Duties as Chief Executive Officer

24. As CEO, I am responsible for the day-to-day administration of the Delivery Authority, noting the above-mentioned roles, responsibilities and functions of the Delivery Authority.
25. Pursuant to section 50 of the Delivery Authority Act, these responsibilities broadly include:
 - (a) employing Delivery Authority staff to assist in performing the Delivery Authority's functions;
 - (b) arranging for the services of officers or employees of a government agency to be made available to the Delivery Authority; and
 - (c) engaging contractors of the Delivery Authority.
26. In my capacity as the CEO, in the discharge of my responsibilities, I have been responsible for:
 - (a) leading the procurement and delivery of the Project;
 - (b) shaping the Delivery Authority's culture, structure and operations to support the delivery of the Project;
 - (c) engaging with key stakeholders from the private and public sectors to secure funding and encourage market participation for competitive bids;
 - (d) maintaining strong governance and management practices for bids, contracts and program execution; and
 - (e) managing performance and monitor compliance to ensure Project delivery meets contractual obligations and to deliver the Project successfully.
27. A copy of the CEO position description is at **Annexure GN-2, pages 7 to 10** of the Bundle.
28. My direct reports have included the following:
 - (a) Program Director — responsible for overseeing project delivery, delivering it safely to the agreed timeline, budget and specifications requirements that realise the anticipated benefits for the State;
 - (b) Chief Financial Officer (**CFO**) — responsible for overseeing the Delivery Authority's financial arrangements and leading non-project procurement, human resources, internal audit, external auditor relations, corporate legal services, risk, compliance, IT, facilities, probity, insurance, Board secretariat and executive correspondence;
 - (c) Head of Communications and Stakeholder Strategy — responsible for leading the Delivery Authority's communications activities including delivery of community information, media and communications services, and stakeholder engagement; and
 - (d) Head of Precincts — responsible for land use planning, property and land management, Geographic Information System (**GIS**) services and environmental management considerations associated with the project.

29. My direct reports have also included a Chief Compliance Officer (**CCO**), which I deal with in more detail below.
30. I am otherwise responsible for approximately 319 staff employed by the Delivery Authority.

The Cross River Rail Project

31. The Cross River Rail Project effectively comprises:
 - (a) a new 10.2km rail line that includes 5.9km of twin tunnels running underneath the Brisbane River and the Central Business District and four new underground stations at Boggo Road, Woolloongabba, Albert Street and Roma Street; and
 - (b) a number of other rail related projects and activities, including a new aboveground station at Exhibition, a rebuild for seven stations between Dutton Park and Salisbury, construction of three new stations on the Gold Coast, construction of two new train stabling facilities, and installation of a new world-class signalling system.
32. These projects collectively comprise the Cross River Rail Project for the purposes of section 6 of the Delivery Authority Act.
33. Over the life of the project, it is estimated that more than 7,700 construction jobs will be supported, which includes a target of 450 apprentice and trainee opportunities. That target has been surpassed, with more than 480 apprentices and trainees having worked on the Project to date.
34. The Project is in its sixth year of major construction, with significant visible milestones including the completion of 5.9km of twin tunnels under the Brisbane River, track laying, stations advancing, and significant construction progress at over 16 sites across SEQ.
35. A set of drawings giving a bird's eye view of the stations that are encompassed by the Project is at **Annexure GN-3, pages 11 to 12** of the Bundle.

Procurement of Delivery Partners and Composition

36. The Delivery Authority undertakes its oversight role in the delivery of the Project primarily through the management of the private sector entities (**Delivery Partners**) that have been engaged to carry out works on the Project.
37. This oversight role not only involves the delivery of the Project, but it also involves ensuring that the best outcomes are being achieved for the State, and that compliance with State Government policies, relevant at particular times throughout the Project, that governed the delivery of State funded infrastructure is being achieved, including compliance with the Best Practice Principles (**BPPs**) in the *Queensland Procurement Policy 2018*.
38. A copy of the *Queensland Procurement Policy 2018* is at **Annexure GN-4, pages 13 to 32** of the Bundle.
39. The Delivery Authority was informed of the need to comply with the BPPs in a letter from the Under Treasurer dated 18 May 2018.
40. A copy of the Under Treasurer's letter is at **Annexure GN-5, pages 33 to 35** of the Bundle.

41. The Delivery Authority has entered into various project delivery contracts in its own right and as an agent for the State for the purpose of the Project.
42. The following contracts are for the three major infrastructure packages of work, where the Delivery Authority engaged Delivery Partners, as an agent of the State, to deliver the Project:
 - (a) The Tunnel, Stations and Development (**TSD**) Project Agreement entered on 30 June 2019 by the Delivery Authority as agent for the State of Queensland and to be delivered by the Pulse consortium.
 - (b) The Rail, Integration and Systems (**RIS**) Project Alliance Agreement entered on 25 August 2019 and to be delivered by CPB Contractors, UGL, AECOM and Jacobs, together with QR and the Delivery Authority as agent for the State of Queensland.
 - (c) The European Train Control System (**ETCS**) Program Alliance Agreement entered on 22 December 2021 and to be delivered by Hitachi Rail, QR and the Delivery Authority as agent for the State of Queensland.

Procurement process

43. For each package of work, the following decision-making process was adopted in identifying the successful Delivery Partner.
44. First, the specific package's RFP Evaluation Panel would evaluate and provide a recommendation. This would include individually reviewing and evaluating the Proposals, considering Assessment Panel Reports, seeking information from Assessment Teams and Specialist Advisors, preparing and approving RFCs where required, reach a consensus on evaluation outcomes, conducting value-for-money assessments including application of the Queensland Procurement Policy 2018 and BPPs and local benefits, ranking the Proposals, preparing an Evaluation Panel Report and presenting findings to the Evaluation Review Panel, Board and me if requested.
45. Membership of each RFP Evaluation Panel for the RIS, TSD and ETCS packages have been detailed below.
46. Second, the Evaluation Review Panel would undertake a further evaluation process and endorsement:
 - (a) the Evaluation Review Panel provided oversight of the evaluation process and review and if appropriate, was to challenge the findings of the Evaluation Panel.
 - (b) at the completion of the evaluation process, it would prepare a memorandum for the CEO advising it of its endorsement.
47. Third, this memorandum would then escalate to me, in my role as CEO. My role was to review the recommendations made by each of the Evaluation Panels in the Evaluation Panel Report, review any Evaluation Review Panel memorandum (or similar) and provide a recommendation to the Board on the Preferred Proponent. From this point on, for the remainder of the decision-making process, the identity of the preferred proponent was not disclosed with the proponents referenced as Contactor A etc.
48. Fourth, this would then progress to the Board to consider the Evaluation Panel Report, the recommendations from the Evaluation Review Panel and me. Depending on their view, they could request further information and/or a further report from the Evaluation

Review Panel or Evaluation Panel or alternatively endorse the recommendation of a Preferred Proponent.

49. The Board would then:
- (a) advise the State of the outcome of the evaluation process, and
 - (b) authorise the Delivery Authority to execute the Project Documents with the Successful Proponent (following Executive Government approval).
50. The individuals on the Request for Proposal (**RFP**) Evaluation Panel for RIS were:
- (a) Chair – Mr Peter Wood (Alliance Specialist and Infrastructure Advisor);
 - (b) Member – Mr Arthur Stamatoudis (Network Integration and Operations Director, Delivery Authority);
 - (c) Member – Mr Mango Murphy (Independent - major projects);
 - (d) Member – Mr Andy Taylor (QR representative);
 - (e) Member – Mr Ross Hunter (Independent - Rail systems and integration advisor);
 - (f) Observer – Mr Peter Papantoniou (Project Director, Delivery Authority);
 - (g) Observer – Mr Jason Malouf (Project Advisor, Delivery Authority).
51. The individuals on the RFP Evaluation Panel for TSD were:
- (a) Chair – Mr David Lynch (TSD Project Director), Chair;
 - (b) Member – Mr Alex De Aboitiz (Acting Technical Director);
 - (c) Member – Ms Sally Stannard (Network Integration Specialist);
 - (d) Member – Mr Simon McNeilage (External);
 - (e) Member – Mr Charles MacDonald (External - T & S Specialist);
 - (f) Member – Mr Bryan Jones (General Manager, Precincts);
 - (g) Member – Mr Andy Taylor (QR representative);
 - (h) Observer – Mr Jason Malouf (Transaction Integration Director);
 - (i) Observer – Mr Peter Papantoniou (CRR Program Director).
52. The individuals on the RFP Evaluation Panel for ETCS were:
- (a) Chair – Mr Luke Franzmann (Independent);
 - (b) Member – Mr Peter Papantoniou (CRRDA Program Director);
 - (c) Member – Mr Danny Forster (DTMR - ETCS Sponsor);
 - (d) Member – Mr Craig Southward (CRRDA Delivery Director ETCS Project);

- (e) Member – Mr Matt Green (Nick King nominee - Queensland Rail Manager, Operational Planning);
- (f) Member – Mr Richard Nettleton (Tim Ripper nominee - Queensland Rail, General Manager Network - SEQ);
- (g) Member – Mr Morten Sondergaard (Independent - ETCS Advisor);
- (h) Non-voting Advisor – Mr Bevan Wong (Indec - Commercial Advisor);
- (i) Non-voting Advisor – Mr Mike Jenkins (WSP - Technical Project Director);
- (j) Observer – Mr Jason Malouf (CRRDA Project Advisor).

53. The Evaluation Review Panel consisted of the following:

- (a) Myself as Chair;
- (b) Mr Peter Papantoniou (Project Director, Delivery Authority) as Deputy Chair;
- (c) Ms Jane Richards (DTMR representative);
- (d) Mr Michael Ryan (QR representative);
- (e) Mr Matthew Longland (TransLink representative); and
- (f) Mr Robert Fleming (Queensland Treasury representative).

54. For the TSD, RIS and ETCS packages of work, the decision to award the contracts was made by the Board, with powers delegated to me as signatory of the contract. In relation to TSD and RIS, this also included approval by the Minister administering the Delivery Authority Act executing a deed poll on 30 June 2019 to allow the Delivery Authority to execute the documents.

The Tunnel, Stations and Development Package

55. The TSD package of works consists of the underground section of the Project, including the tunnel under the Brisbane River and the CBD, as well as four new underground stations at Boggo Road, Woolloongabba, Albert Street and Roma Street.

56. The selection of the proponent for the design and construction of the TSD package involved a two-stage procurement process:

- (a) First, commencing on 5 September 2017, the identification of entities to participate in the Expression of Interest (**EOI**) stage. The Delivery Authority identified and invited suitably qualified and capable organisations to participate in submitting an EOI. The EOI was formally released on 27 September 2017, with responses submitted by 20 November 2017, which the Delivery Authority then evaluated.
- (b) Second, commencing on 9 April 2018, the request for proposal stage, whereby Proponents participated in an Interactive Tender Process to develop their Proposals, which was intended to conclude in mid-2018. Proposals for TSD were due on 5 October 2018, but the Delivery Authority also accepted Replacement Proposals by 19 October 2018.

57. Three Proponents were invited to submit Proposals for the delivery of the package:

- (a) CentriQ Partnership: Plenary Group, ACCIONA, GS Engineering & Construction, Salini Impregilo, Spotless Group and Infrared Capital Partners;
 - (b) Pulse: CIMIC Group-led consortium, including Pacific Partnerships, CPB Contractors, UGL, BAM, Ghella and DIF; and
 - (c) Qconnect: QIC, Capella Capital, Lendlease, John Holland.
58. In April 2019, the procurement process resulted in the selection of the preferred proponent for TSD. On 30 June 2019, the Pulse Consortium executed the TSD Project Agreement.
59. The Pulse Consortium is led by CIMIC Group companies, CPB Contractors, and UGL with international partners, BAM and Ghella forming part of the partnership.

Rail, Integration and Systems Package

60. The RIS package of works consists of delivery of the surface rail section of the Project, as well as the rebuild of seven suburban stations from Dutton Park to Salisbury, and an upgrade to Exhibition station.
61. The selection of the proponent for the design and construction of the RIS package also involved a two-stage procurement process:
- (a) First, commencing on 19 September 2017, the identification of entities to participate in the EOI stage. The Delivery Authority identified and invited suitably qualified and capable organisations to participate in submitting an EOI. The EOI was formally released on 29 September 2017, with responses submitted by 17 November 2017, which were then evaluated by the Delivery Authority.
 - (b) Second, commencing on 9 April 2018, the Alliance Development Phase, which included a base scope and certain Mandatory Optional Scope Items.
62. Two Proponents were invited to submit Proposals for the delivery of the package:
- (a) River City Alliance: Laing O'Rourke, GHD, Aurecon Australasia, SYSTRA Scott Lister; and
 - (b) Unity Alliance: CPB Contractors, UGL Engineering, Jacobs Group Australia, AECOM Australia.
63. In April 2019, the procurement process resulted in the selection of the preferred proponent for RIS. In June 2019, Unity Alliance executed the RIS Project Alliance Agreement.
64. The RIS alliance, Unity, consists of CPB Contractors, UGL, AECOM and Jacobs, together with QR and the Delivery Authority, as agent for the State of Queensland.

The European Train Control System Package

65. The ETCS package consists of a new signalling system (ETCS Level 2) on the South East Queensland rail network, including lineside coverage from the new CRR tunnels through to Moorooka, and from Shorncliffe to Nudgee as a Pilot Line for testing. ETCS will also be deployed on Sector 1 South (from Moorooka to Varsity Lakes), and on Sector 1 North (from Caboolture to the Northern CRR Tunnel Portals).
66. QR commenced the procurement process for the ETCS package.

67. An EOI was published in August 2017, with two proponents shortlisted in early 2018. The two Proponents then engaged in an Early Contractor Involvement. During this Evaluation stage, the Proponents were issued with updated contractual documentation reflecting the change of Principal to the State with the Delivery Authority acting as Agent.
68. The two Proponents shortlisted were:
- (a) Moving Queensland (joint venture between Siemens and Alstom); and
 - (b) Ansaldo Australia, Hitachi, Systra.
69. In April 2019, the procurement process resulted in the selection of the preferred proponent for ETCS. In June 2019, Hitachi Rail STS executed the Project Agreement.
70. In December 2021, the Delivery Authority, as agent for the State of Queensland, and Hitachi Rail STS agreed to transition to a collaborative contractual arrangement. The ETCS Program Alliance Agreement brings together Hitachi Rail, QR and the Delivery Authority, as agent for the State of Queensland.

New Gold Coast Stations

71. Another set of contracts for the Project relate to the New Gold Coast Rail Stations (**NGCS**).
72. The awards of the contracts for NGCS were approved by and signed by me as the Cabinet Budget Review Committee had previously approved the budget amount and completed the appropriate delegations to me.
73. In relation to the procurement process for the NGCS, I note the following:
- (a) On 27 September 2018, I was provided financial delegation endorsement to progress the procurement of engineering and consultation services for the development of concept designs and feasibility assessments for the Gold Coast stations.
 - (b) In October 2018, DTMR approached twelve engineering firms to tender for the provision of engineering and consultation services to conduct the concept designs and feasibility assessments. Formal notifications were issued to the successful bidder, GHD, on 18 December 2018 for the delivery of the concept design, options analysis, and feasibility assessment.
 - (c) On 21 December 2022, I approved the award of the Design & Construct Contract and Queensland Rail Cooperation Agreement in relation to the Pimpama Station Project to ADCO Constructions Pty Ltd.
 - (d) On 11 July 2023, I approved the award of the Design & Construct Contract, Queensland Rail Cooperation Agreement and Parent Company Guarantee in relation to the Merrimac Station Project to Fulton Hogan Construction Pty Ltd.
 - (e) On 19 July 2023, I approved the award of the Design & Construct Contract and Queensland Rail Cooperation Agreement in relation to the Hope Island Station Project to Acciona Georgiou Joint Venture.
74. The Delivery Authority's primary role in the delivery phase of these projects is to manage the contractor partners engaged to carry out the construction works.

The Chief Compliance Officer

75. I deal now with the role of the CCO.
76. On 28 February 2020, the Honourable Paul Lucas, who was at that time the Chair of the Board, received correspondence from the Honourable Kate Jones, who was at the time the Minister for Cross River Rail, that directed the Delivery Authority to (among other things) establish a Project Compliance Unit, to be headed up by a CCO. The stated purpose for the establishment of this role was to substantially increase the Minister's direct oversight of Project delivery.
77. A copy of the letter from the then Minister, the Honourable Kate Jones is at **Annexure GN-6, pages 36 to 61** of the Bundle.
78. On 9 June 2020, Mr Kevin Mara was appointed to the role of CCO. This was initially by secondment from the Department of Education, and then a direct appointment to the Delivery Authority from 8 August 2020.
79. The CCO was the primary point of contact between the CFMEU as well as other unions, and the Delivery Authority from the date of his appointment.
80. The CCO's duties relevantly included:
- (a) providing effective interface/engagement with relevant unions on behalf of the Delivery Authority;
 - (b) investigating issues raised by unions, subcontractors and/or individual workers and take appropriate action to resolve the same; and
 - (c) providing industrial relations advice to me, relevant to the functions and the role of the Delivery Authority in respect of the Project, as the CEO and other internal stakeholders, to support relevant briefings to the Director-General of the Minister, the relevant Department, and other relevant external stakeholders.
81. A copy of the role description for the CCO is at **Annexure GN-7, pages 62 to 64** of the Bundle.
82. The CCO also worked with me and senior Delivery Authority officers to develop strategies and plans to ensure the Delivery Authority monitored industrial relations matters in tandem with those imposed on Delivery Partners in their contracts by adhering to Government policy objectives.
83. Mr Mara ceased employment with the Delivery Authority on 20 December 2024, at which time the CCO role was made redundant, given the roles and responsibilities of the role had changed due to the Project's advanced stage and a shifting industrial relations landscape following the successful negotiation of an enterprise agreement directly with the workforce. Additionally, the appointment of an Administrator for the CFMEU reduced the requirement for the CCO role to actively engage with the Union. Any remaining duties have been absorbed into other roles.

An Overview of Delivery Authority Interactions with the CFMEU

84. The Delivery Authority's primary role is to oversee the delivery of the Project which is undertaken largely through the management of the Delivery Partners. This limits the Delivery Authority's responsibility for industrial relations issues that arise from the

performance of those construction works. Those issues are predominantly the responsibility of the relevant Delivery Partner.

85. The nature of the Delivery Authority's functions as having oversight for the delivery of the Project impacts on how the Delivery Authority interacts with unions, including the CFMEU, in respect of the Project. In this capacity, the Delivery Authority has engaged major contractors to undertake the construction of the Project and as a result, it is the major contractors that have the day to day, operational engagement and interaction with the CFMEU.
86. As such, matters pertaining to enterprise agreements, worker pay rates, worksite safety or any other aspect of worker conditions are primarily a matter between the relevant unions and the major contractors that have been appointed by the State for delivery of any major works packages.
87. Notwithstanding this, the Delivery Authority has been required to engage with the CFMEU since the Project's commencement, in the execution of its role as the oversight body for the Project and supervisor of the Delivery Partners.
88. Initially, from mid-2018 and throughout 2019, this engagement occurred with myself as CEO and other senior Delivery Authority executives and then, from 2020, through the CCO. Personally, I have had limited day-to-day contact with the CFMEU. I would describe my personal working relationship with the CFMEU as minimal. Nevertheless, I have found the CFMEU to be "hostile" towards myself and the Delivery Authority from time to time.
89. Throughout its interactions with CFMEU officials, the Delivery Authority has strived for professional and productive discussions. However, it is reasonable to say that I found some of these discussions, particularly during the initial procurement and enterprise bargaining agreement phase, to be tense.
90. The Delivery Authority itself did not have a role in the bargaining process, but it engaged specialist probity, employee relations and workforce advisors to monitor the initial bargaining for Enterprise Agreements that occurred between contractors and relevant unions. This was undertaken to observe that the bargaining process was being undertaken as required by legal and industry standards, as well as in accordance with State interests and policies. These included O'Connor Marsden as probity advisors, and independent consultants Paul Inches and Scott Gartrell as Employee Relations and Workforce Advisors.
91. Noting the limited role of the Delivery Authority in relation to industrial relations as detailed above, from 2020 onwards, the CCO was the primary point of contact for all aspects of industrial relations and between July 2021 and July 2024, the CCO met with CFMEU representatives on at least 20 occasions. These meetings were often held at the CFMEU's offices in Bowen Hills.
92. In parallel, Delivery Authority staff based at Project sites regularly observed instances of CFMEU activity. As Mr Geoffrey Watson SC noted in his report titled 'Violence in the CFMEU Queensland' (**Watson Report**): "The Cross River Rail Project was a hotspot for CFMEU violence".
93. Delivery Authority staff provided observations to the Delivery Authority on CFMEU behaviour and regularly noted an overall unacceptable level of aggression from CFMEU members. In response, Delivery Authority management communicated to Delivery Authority staff that they were not required to attend site during periods of heightened CFMEU activity and should not attempt to do so where it may compromise their safety. The personal safety and wellbeing of Delivery Authority staff was, and remains, the highest priority.

94. A copy of a communication from the Delivery Authority is at **Annexure GN-8, page 65** of the Bundle.
95. In July 2023, a serious fall-from-height incident that occurred on the Project's Boggo Road site drew significant attention from the CFMEU and became a platform for intensified interactions between the CFMEU, the contractors and the Delivery Authority. The incident occurred as the Project's original Enterprise Bargaining Agreements (**EBAs**) approached expiration in October 2023. The period from July to October 2023 was characterised by heightened industrial tensions, with the CFMEU significantly increasing on-site presence at Project sites as well as the frequency of formal and informal disputes.
96. Feedback from site management during this period documented a marked rise in CFMEU and union-led work stoppages, disputes over site entry, public demonstrations, and considerable strain on relationships among the workforce and contractors. Based on the information provided to me, these activities would have contributed to Project delays.
97. Such actions also often coincided with critical Project milestones, compounding their disruptive effect and attracting increased scrutiny from the media and stakeholders.
98. From October 2023 to the end of 2024, the extent of CFMEU activity on the Project increased. Following the expiry of the Project EBAs in October 2023, there was an increase in organised protests, work stoppages, and media campaigns, all of which impacted Project operations.
99. The most significant increases in CFMEU activity relating to the Project were aligned with these targeted campaigns and the formally initiated period of Protected Industrial Action (**PIA**) in April to December 2024, resulting in notable on-site disruptions to Project sites.
100. However, once the CFMEU was placed into administration in August 2024, based on the information provided to me, CFMEU activity decreased significantly in the latter part of 2024 and early 2025, resulting in greater project stability and enhanced workplace relations.
101. A graph depicting the frequency of CFMEU activity on Project sites from 2018 to 2025, which shows an increase in CFMEU activity concentrated around notable peaks, is at **Annexure GN-9, page 66** of the Bundle.
102. Peaks include the "Heat Campaign" in January and February 2024, which I discuss below, and the PIA from April to December 2024 mentioned above. There was also an activity spike in the lead up to State Government elections in October 2020 and October 2024.

The nature of my involvement

103. As the CEO of the Delivery Authority, it was practice for me to become aware of these matters through briefings from staff. It was not routine for me to directly receive information of this nature, nor for me to be directly involved in CFMEU or other union-related matters. As stated above, it was typically the CCO that had direct contact with the CFMEU and other relevant unions.
104. Given the Delivery Authority's oversight role and the fact that responding to these matters was the responsibility of the Delivery Partners, the usual practice was to refer this information back to the Delivery Partners for action and response. It may be that in limited circumstances, the Delivery Authority may have taken limited action in responding to the information. Depending on the nature of the misconduct in question, this may have required the Delivery Authority to undertake an audit or require the Delivery Partner to

advise of the outcome of a matter. Responding to issues of this nature was reflective of the oversight role of the Delivery Authority and key responsibilities of the CCO.

105. As stated above, my capacity and need to give or cause to be given instructions and directions in relation to the rights, obligations, behaviour, or conduct of the CFMEU is limited (having regard to the role of the Delivery Authority). I nevertheless have given or caused to be given instructions and directions, primarily through internal communications with officers of the Delivery Authority, that can be described as:
- (a) communications to internal staff regarding site attendance by Delivery Authority staff and safety precautions during CFMEU demonstrations (e.g., rallies and marches);
 - (b) communications and/or responses prepared in response to media reporting initiated by, or in relation to the CFMEU — this included approvals where Delivery Partners mentioned the Delivery Authority in their responses, requests for further information, and approval of investigations into claims made by the CFMEU on social media;
 - (c) updates to the Board in relation to relevant matters which may have involved the CFMEU (e.g., progress on enterprise agreements);
 - (d) courses of action by the CCO to undertake an audit into a subcontractor in relation to BPPs; and
 - (e) any instructions I would have given the CCO relating to his interaction with the CFMEU, noting the CCO role was the primary source of interaction between the Delivery Authority and the CFMEU.

Outline of CFMEU Conduct and Behavior

106. As previously noted, information regarding the observed and alleged conduct and behaviour of the CFMEU and other relevant unions, Delivery Partners and others relating to the Project was required to be collected and/or generated for the Delivery Authority in order to discharge its statutory and contractual obligations. This information was provided to me by officers of the Delivery Authority including during briefing processes. Delivery Authority officers primarily obtained this information from Delivery Partners, contractors and subcontractors in the performance of their duties. The Delivery Authority would from time to time also become aware of certain matters due to media reporting.
107. Informed by these sources of information, set out below is information about the impact of the conduct and behaviour on Project stability, industrial harmony, and the nature of stakeholder relationships. These instances are not intended to be exhaustive.
108. The conduct and behaviour of the CFMEU specific to the delivery of the Project can be considered by reference to the following ten separate headings:
- (a) Attempted influence – procurement.
 - (b) Public criticism and personal attacks.
 - (c) On-site worker intimidation and violence.
 - (d) Targeted safety campaigns.
 - (e) Use of safety powers to disrupt operations.

- (f) Right of entry breaches.
- (g) Protests, rallies and withdrawing labour.
- (h) Targeting works for maximum impact.
- (i) Vandalism.
- (j) Mistruths in media.

Attempted Influence - Procurement

- 109. In the 2017-18 State Budget, the Queensland Government committed to deliver the Project without Federal Government funding assistance.
- 110. In August 2017, the Queensland Government approved the preferred packaging and delivery model for procuring the Project, and the Delivery Authority commenced the procurement process.
- 111. The appointment of the Delivery Partners followed a structured and multi-phased process, transitioning from early works in 2018 to major construction packages in 2019 as I have described earlier.
- 112. In tandem, and in May 2018, the Government introduced the BPPs, which were designed to ensure best practice on all State Government funded major infrastructure projects across four key areas: Local Content, Employment & Training, Industrial Relations and Safety.
- 113. While the BPPs would later be superseded by the Best Practice Industry Conditions (**BPIC**) that have since been suspended by the current State Government, it was the BPPs that were relevant during the procurement of Delivery Partners for the Project.
- 114. In particular, each contract between the Delivery Authority and the Delivery Partners contained clauses about the BPPs, including compliance with best practice industrial relations. While the terms of each contract vary, all Delivery Partners were required to submit an Industrial Relations Management Plan to the Delivery Authority, which included:
 - (a) an assessment of industrial relations risks associated with the Project, and
 - (b) a clear outline of the strategies to manage and mitigate these risks.
- 115. Additionally, each Delivery Partner was required to provide a Subcontractor Management Plan, detailing:
 - (a) how they will manage both employees and subcontractors in relation to IR;
 - (b) the processes for recruitment and selection of employees; and
 - (c) the selection and oversight of subcontractors across various trade packages.
- 116. Prior to the award of any major contracts, the Delivery Authority met with multiple unions, including the CFMEU, from 30 July 2018 onwards. These meetings were in the context of compliance with the BPPs and were prior to any EBA negotiations that would subsequently be conducted between workforce representatives and successful contract bidders.

117. During these meetings and up until September 2019, when an EBA was agreed between the Delivery Authority's major Delivery Partner CPB and the Australian Workers Union (AWU), I am aware that the CFMEU's actions and conduct appear to have been undertaken as a means to influence the direction of the procurement process and industrial relations settings in a number of different ways.
118. A graph plotting the Delivery Authority's engagement with the CFMEU during the enterprise bargaining process from March 2018 to October 2019 is at **Annexure GN-10, page 67** of the Bundle.

First Meeting – 30 July 2018

119. This initial meeting with the CFMEU was to provide an outline of procurement processes in the context of the BPPs, following the Delivery Authority's announcement of the shortlisted companies bidding for the major TSD and RIS works packages in March 2018.
120. The meeting was attended by myself as Delivery Authority CEO and other Executives from the Delivery Authority. CFMEU attendees were Michael Ravbar, Jade Ingham and Jacqui Collie.
121. My recollection is that during this meeting, the CFMEU made clear their intention to pursue a single 'Project Agreement' regardless of separate works packages or likelihood of multiple contractors being appointed.
122. I also recollect that the CFMEU informed the Delivery Authority representatives, including myself, that the CFMEU would be able to advise them on which contractors would be most suitable for selection ultimately as the Delivery Partners.
123. In response, my recollection is that the Delivery Authority representatives, including myself, made it clear that given the status of the procurement process already underway, strict probity requirements needed to be maintained and that any suggestion that the CFMEU might advise the Delivery Authority on the outcome of selection was inappropriate.
124. A set of typed notes, representing my recollection of the meeting that I caused to be recorded, is at **Annexure GN-11, page 68** of the Bundle.

Meeting offered to all Unions – 22 November 2018

125. In November 2018, the Delivery Authority invited members of the Building Trades Group of Unions in Queensland (BTG), including the Electrical Trades Union (ETU), the CFMEU, the Australian Manufacturing Workers Union (AMWU), and the Plumbers Union, in addition to the AWU, to a meeting to explain the Project Scope and to provide a guide to probity requirements, which was provided by the Delivery Authority's Probity Advisors.
126. The CFMEU and ETU declined to attend the meeting, but notes provided to them after the meeting captured that the meeting had covered:
- (a) probity requirements (provided by Delivery Authority Probity Advisors);
 - (b) an overview of project scope and works packages;
 - (c) indicative guidance on timeline for shortlisting and award of construction contracts;
 - (d) introduction to a consultant advisor who would be a point of contact for union liaison ongoing; and

- (e) confirmation of the Delivery Authority's role in governing compliance with BPPs, including a discussion around the importance of training.

127. A copy of these notes is at **Annexure GN-112, pages 402 to 404** of the Bundle.

128. The CFMEU's only response to this summary on 9 December 2018 was to say that they would not meet with the Delivery Authority if the Delivery Authority's Director for Workplace Relations, Rob McPherson, attended any further meetings.

129. A copy of an email I received from Mr McPherson, where he details the CFMEU's position, is at **Annexure GN-12, page 69** of the Bundle.

Meeting with Deputy Premier and Various Unions – 20 December 2018

130. On 20 December 2018, the Deputy Premier, her Chief of Staff and a Senior Policy Advisor, as well as the Chair of the Cross River Rail Delivery Board and I met with representatives from various unions. The Delivery Authority's probity advisors were also present.

131. I recall that the meeting was tense. The unions were hostile and adamant over matters, including:

- (a) a highly prescriptive 'framework agreement' that would encapsulate various expectations of the unions; and
- (b) that the Delivery Authority make an enterprise agreement directly with the unions.

132. I recall that it was pointed out in the meeting that any agreement made directly with the Delivery Authority would expose the Delivery Authority and other parties to regulatory breaches of the *Fair Work Act 2009*, the *Building and Construction Industry (Improving Productivity) Act 2016*, and the *Building Code 2016*, and that any such agreement may also expose the State to commercial and probity risks.

133. The probity advisors present intervened, noting that there was a risk of probity being breached, and that a more suitable path forward would be for the Unions to be provided with 'pre-engagement' of proponents bidding for works so that any path to an EBA might be more correctly instigated with contractor entities.

134. At the conclusion of the meeting, the Deputy Premier advised that she would write to the Delivery Authority and set out her expectations around compliance with the BPPs.

135. A copy of handwritten notes I took immediately after the meeting is at **Annexure GN-121, pages 421 to 422** of the Bundle. A copy of the typed notes of this meeting is at **Annexure GN-13, pages 70 to 72** of the Bundle.

Correspondence with the Deputy Premier

136. On 1 February 2019, the Chair of the Delivery Authority, the Honourable Paul Lucas, received a letter from the Deputy Premier. Key aspects of this letter include that:

- (a) as the Cross River Rail Project (CRR) was "*Queensland's highest priority infrastructure initiative and is a once-in-a-generation investment of \$5.4 billion... compliance with Queensland Government policies is of paramount importance and consideration of approval to award preferred bidder status and execute contracts will hinge on demonstration of this compliance*";

- (b) in particular, the "Queensland Procurement Policy 2018 – Best Practice Principles (BPP), covers a range of critical matters for the procurement of large projects including Cross River Rail.";
- (c) that the "policy was finalised in mid-2018 and published on the Department of Housing and Public Works website, which I am advised was during the bid phase of the Project. I am also advised that CRDDA advised bidders accordingly of the BPP";
- (d) while the BPP "does not specify rates of pay or skilled labour, it sets an expectation that projects above \$100m will implement best practice industrial relations, which ensure a skilled workforce is attracted and retained for the life of the project's delivery." It was also noted that the "Queensland Government considers that the adoption of best practice in industrial relations includes bidders engaging modern and progressive industrial practices, including adopting terms of engagement of workers that are such as to enable the attraction of optimal levels of skills and experience, having regard to the significance of the project and competition for workforce resources from other major infrastructure projects, such as the Queens Wharf Development".;
- (e) the Government also "recognizes that bidders may wish to propose other ways of achieving the desired results. If so, the Government does not intend that proper consideration of such alternatives should not be given in the assessment process.";
- (f) the Delivery Authority has "advised that the Project's interactive bid phase was concluded in October with the submission of detailed bids by proponents. As evaluation of these bids is now underway, it is timely to reiterate to you and your Board that during this important phase of the procurement process, compliance with the BPP and its implementation is of utmost importance to the Queensland Government.";
- (g) the Delivery Authority has "also advised that it is expecting the Queensland Government to consider a submission in relation to the preferred contractors for delivery of CRR as early as March 2019. As part of this consideration the Delivery Authority will be required to demonstrate in detail each preferred bidder's compliance with the BPP..."; and
- (h) the Deputy Premier noted that the Board had advised that "each separate contract (TSD, RIS and ETCS) will have different scopes and variable timing for contract award. The Queensland Government's expectation is that prior to contract award, compliance with the BPP will again need to be suitably demonstrated".

137. A copy of the letter is at **Annexure GN-113, pages 405 to 407** of the Bundle.

Union meetings with proponents, 11 and 12 February 2019

138. These meetings occurred over two days on 11 February 2019 (with RIS proponents) and 12 February 2019 (with TSD proponents).

139. During these meetings, based on the information the Delivery Authority has, I understand that the CFMEU, ETU, AMWU and Plumbers Union remained unwilling to compromise on terms that were becoming 'sticking points', and expressed the collective view that:

- (a) a single project agreement should be put in place;

- (b) all unions, all trades, and all subcontractors should be covered by the single agreement;
 - (c) the unions will 'sort out' subsequent coverage amongst themselves;
 - (d) any agreement should provide 'Queens Wharf rates' (these being rates provided in an Enterprise Agreement reached previously for the Queens Wharf Integrated Resort project and were understood to be significantly above standard industry rates and conditions at the time);
 - (e) there would be a minimum 15% training policy (where the general Queensland Government requirement was a minimum 10% policy);
 - (f) subcontractors will adopt the agreement;
 - (g) Health and Safety Representatives (**HSRs**) would 'represent workers and unions, not bosses'; and
 - (h) any agreement would allow for strong on-site union representation.
140. A typed copy of notes taken during these meetings is at **Annexure GN-14, pages 73 to 79** of the Bundle.

CFMEU behaviour once preferred bidders selected and appointed April 2019 to August 2019

141. Preferred bidders for the TSD and RIS works packages were approved on 3 April 2019 and announced the next day.
142. A copy of the Ministerial Media Statement dated 4 April 2019 is at **Annexure GN-15, pages 80 to 81** of the Bundle.
143. As a common entity in both of the preferred consortia, the information the Delivery Authority has reflects that CPB appeared to engage frequently with CFMEU representatives from 4 April to 30 August 2019, in order to attempt to progress bargaining.
144. This included at least 17 meetings between 25 June 2019 through to 29 August 2019.
145. These meetings were attended by the Delivery Authority as well as probity advisors (as observers) with the Delivery Authority's information reflecting that CFMEU behaviour noted during these meetings included:
- (a) refusal to meet as a union individually, only as a Building Trades Group (BTG), along with other unions;
 - (b) insisting on Queens Wharf rates, single project agreement, parity for subcontractors and 5% escalation were all non-negotiable;
 - (c) refusal to meet on occasion "because they don't like one of the female IR managers" representing one of the contractors;
 - (d) walking out of a meeting on 2 July 2019, following a disagreement over whether the Rail, Tram and Bus Union should be allowed to participate in bargaining process; and
 - (e) generally delaying and drawing out negotiations given the aim was for major construction work not to commence until a bargaining agreement was reached.

146. A table summarising the results of the meetings described in the preceding paragraphs is at **Annexure GN-16, page 82** of the Bundle.

147. Separately, a document summarising the state of negotiations with the unions as at 22 August 2019 is at **Annexure GN-17, pages 83 to 84 of the Bundle**.

22 August 2019 - CFMEU march on Parliament and pressure on political figures

148. On 22 August 2019, before major works on the Project had commenced, I am aware that the CFMEU called on members to leave worksites across Brisbane and join a march on State Parliament.

149. I understand that during this event, CFMEU representatives called:

- (a) on the Deputy Premier to stand down;
- (b) for the Delivery Authority to be scrapped; and
- (c) for a Crime and Corruption Commission investigation into 'everyone associated' with the Project.

150. On 5 September 2019, the then Deputy Premier, the Honourable Jackie Trad, informed Queensland Parliament that she had been instructed by the Premier to stand down as Minister responsible for the Project after issues relating to her purchase of a house at Woolloongabba.

September and October 2019 – CFMEU oppose CPB bargaining with AWU

151. Following protracted negotiations and the continued refusal by the CFMEU and other unions in the BTG to negotiate on conditions that were deemed by the Delivery Partners to be unworkable, I understand that from late August 2019 onwards, CPB entered separate bargaining with the AWU.

152. On 12 September 2019, CPB applied to the Fair Work Commission (**FWC**) for two Greenfields agreements with the AWU, which were subsequently approved on 16 October 2019.

153. The CFMEU, AMWU and ETU opposed the application. These unions were represented by Mr Craig Dowling SC, as his Honour then was. CPB was represented by Mr Garry Hatcher SC.

154. In providing the reasons for the FWC's approval of these agreements, Commissioner Johns stated (at paragraph 35):

"I was satisfied that the AWU was entitled to represent a majority of workers... to suggest otherwise, as the intervening Unions did, was to be mischievous".

155. Commissioner Johns also noted that the CFMEU's insistence that the agreement should be overturned on the basis of previous negotiations having failed showed the CFMEU appeared unwilling to reach any agreement (at paragraph [47]):

"The evidence of Mr Ingham (CFMEU) has been instructive...it evidences an extensive period of negotiation without a successful agreement being concluded...it was a substantial sticking point".

156. A copy of Commissioner Johns' reasons in *Application by CPB Contractors* [2019] FWC 7547 is at **Annexure GN-18, pages 85 to 112** of the Bundle.

157. On 7 November 2019, an article in the Australia Financial Review newspaper reported on the objections that had been raised by the CFMEU in relation to the above-mentioned agreements.
158. It quotes Mr Dowling SC as having said the following:
- "If, as the result of this arrangement, the employer is to say, 'We don't care, you can't have that representation', that creates disharmony in the workplace and that creates industrial unrest".*
159. It notes also that Mr Hatcher SC countered that there was nothing wrong with an employer reaching agreement with one union over others calling it:
- "a very respectable agreement in relation to an absolutely critical piece of infrastructure".*
160. The article also reported that:
- [CPB] said given the history of the CFMEU it did not "discount the possibility that approval of the agreements may lead to unlawful industrial disputation".*
161. A copy of the Australian Financial Review article dated 7 November 2019 is at **Annexure GN-19, pages 113 to 114** of the Bundle.

Public Criticism and Personal Attacks

162. From as early as August 2019, I am aware that the CFMEU publicly criticised responsible Government Ministers, senior public officers and individual site workers in ways that could be perceived as threatening, inflammatory or defamatory.
163. This section of this Statement considers some of those criticisms and attacks, noting the capacity of these matters to potentially inhibit the performance of the Delivery Authority's statutory functions in delivering the Project. The examples presented are an illustrative, rather than an exhaustive, list. They aim to demonstrate both the scope of criticism directed at individuals and the methods by which such criticism was conveyed.

Criticism of Ministers Responsible of Cross River Rail

164. I understand that, on 22 August 2019, immediately prior to the commencement of major construction of the Project, the CFMEU held a public rally and issued a media release calling on the then Deputy Premier, the Honourable Jackie Trad, to resign and for the Delivery Authority to be abolished, describing the project as a reputational risk for the Government.
165. A copy of the media release is at **Annexure GN-20, page 115** of the Bundle.
166. CFMEU Facebook posts described the Project as "off the rails" and also said the Government needed to get its act together on Cross River Rail and procurement.
167. A copy of the CFMEU's Facebook post is at **Annexure GN-21, pages 116 to 117** of the Bundle.
168. Separately, media reports were that rally participants could be heard shouting "scumbags" and using other profanities.
169. A copy of the relevant report from the media is at **Annexure GN-22, page 118** of the Bundle.

170. As well, the further reports noted that CFMEU leaders were threatening to withdraw political support unless Ms Trad resigned.
171. A copy of the relevant report from the media is at **Annexure GN-23, pages 119 to 122** of the Bundle.
172. Media reports also referenced that the CFMEU had quit Labor's left faction in Queensland, labelling the left faction as a "protection racket for dud politicians", later quoting that the faction "has become little more than a protection racket for dud members such as Jackie Trad..."
173. A copy of the relevant report from the media is at **Annexure GN-24, pages 123 to 125** of the Bundle.
174. In September 2019, following scrutiny over an undeclared property purchase in Woolloongabba, the then Premier, the Honourable Anastacia Palaszczuk AC determined that Ms Trad should no longer have responsibility for the Project and assigned the portfolio to the Honourable Kate Jones.
175. I am aware that the CFMEU then published criticism of other Ministers responsible for the Project, with calls to resign, often accompanied by placards, flyers and caricatures.
176. By way of example:
- (a) A copy of a CFMEU Facebook post dated 16 June 2020 is at **Annexure GN-25(a), page 126** of the Bundle;
 - (b) A copy of a CFMEU Facebook post dated 3 April 2023 is at **Annexure GN-25(b), page 127** of the Bundle;
 - (c) A copy of a CFMEU Facebook post dated 31 July 2023 is at **Annexure GN-25(c), page 128** of the Bundle; and
 - (d) A copy of a CFMEU Facebook post dated 8 August 2023 is at **Annexure GN-25(d), page 129** of the Bundle.
177. The information the Delivery Authority has reflects that, shortly after the Honourable Kate Jones' appointment and following the FWC's approval of the Enterprise Agreements for the Project in October 2019, the CFMEU also commenced a public campaign under the hashtag "Cross River Fail".
178. I understand that the timing of this campaign coincided with the lead up to the 2020 State election when the CFMEU publicly stated its intention to withdraw its support of Labor if key demands associated with Project were not met, claiming the Project had been mismanaged.
179. In June 2020, the CFMEU published an open letter in a full-page advertisement in the Courier Mail that was directed to the new Minister, the Honourable Kate Jones. The letter referred to the "troubled Cross River Rail project" and alleged that the lead contractor was putting the lives of workers and the public at risk.
180. A copy of the "open letter" advertisement is at **Annexure GN-26, page 130** of the Bundle.
181. In June 2020, I understand that the CFMEU was reported in the media as distributing pamphlets criticising the Honourable Kate Jones for her "Cross River Fail" in letterboxes around Ashgrove (located in her state seat of Cooper).

182. A copy of a Courier-Mail article dated 15 June 2020 is at **Annexure GN-27, pages 131 to 132** of the Bundle.
183. A copy of a Sydney Morning Herald article dated 15 June 2020 is at **Annexure GN-28, pages 133 to 134** of the Bundle.
184. In August 2020, the CFMEU announced it would be immediately withdrawing from the left faction of the Queensland ALP due to the "leadership vacuum".
185. A copy of the CFMEU's media release dated 26 August 2020 is at **Annexure GN-29, page 135** of the Bundle.
186. After the Honourable Kate Jones retired from politics in October 2020, the Honourable Mark Bailey was appointed as the Minister responsible for Cross River Rail in November 2020, following a Cabinet reshuffle subsequent to the 2020 State Government election.

Targeting of the Honourable Mark Bailey

187. In April 2023, I am aware that the CFMEU called for the Premier to remove Mr Bailey as the Minister responsible for the Project.
188. A copy of the CFMEU's media release dated 3 April 2023 is at **Annexure GN-30, page 136** of the Bundle.
189. In July 2023, I am also aware that the CFMEU published statements that the Honourable Mark Bailey was tired, not up to the job and a liability.
190. A copy of the CFMEU's media release dated 31 July 2023 is at **Annexure GN-31, page 137** of the Bundle.
191. The CFMEU issued further media releases about the Honourable Mark Bailey in August 2023.
192. A copy of a CFMEU media release dated 2 August 2023 is at **Annexure GN-32, page 138** of the Bundle.
193. A copy of a CFMEU media release dated 8 August 2023 is at **Annexure GN-33, page 139** of the Bundle.
194. A copy of cartoons and pictures directed to the Honourable Mark Bailey is at **Annexure GN-34, pages 140 to 141** of the Bundle.

Criticism of Public Officials

195. From 2019, the information the Delivery Authority has reflects that the CFMEU has published several criticisms of the Delivery Authority and its sponsor, DTMR. Within these, the CFMEU has, on repeated occasions, publicly called for the abolition of the Delivery Authority and the removal of myself, board members, and the Chair.
196. I am aware that in September 2021, the CFMEU organised a public rally outside the Delivery Authority's offices at 123 Albert Street in Brisbane. The event drew significant attention, with CFMEU officials and supporters gathering to voice their dissatisfaction with the Delivery Authority's leadership.
197. During the rally, Mr Ravbar was heard to publicly criticise me, making allegations of fraudulent behaviour by me and assertions of incompetence, ineptitude, and a lack of

transparency in the management of the Project. During the speech Mr Ravbar called me a 'dickhead', a 'sneaky asshole' and a 'bullshit artist'.

198. A copy of a transcript of a recording made by a staff member of the Delivery Authority during this rally is at **Annexure GN-35, pages 142 to 146** of the Bundle.
199. Coinciding with the rally, the CFMEU issued a media release reiterating its demands for immediate action on Cross River Rail.
200. The release called for the Board and myself to be sacked without delay and for the Delivery Authority to be dissolved, asserting that such measures were necessary to restore confidence in the Project and address what the CFMEU described as systemic failures in governance and oversight.
201. A copy of the CFMEU's media release dated 8 September 2021 is at **Annexure GN-36, page 147** of the Bundle.
202. In 2022, the CFMEU criticised senior public officers associated with the Project, including the then Director-General of DTMR, Mr Neil Scales OBE, who also served as the Chair of the Cross River Rail Delivery Board.
203. As part of a sustained and targeted attack on Mr Scales OBE, the CFMEU alleged that under Mr Scales OBE's leadership, construction standards had deteriorated, costs had escalated significantly, project timelines had slipped, and the prevalence of insecure and poorly paid labour hire had surged. The CFMEU also claimed that safety standards across the Project had declined, raising concerns about the welfare of workers and the public.
204. A copy of the CFMEU's media release dated 25 August 2022 is at **Annexure GN-37, page 148** of the Bundle.
205. Based on this information, it appears that these public attacks on the public officers leading the Project appeared to form part of a broader pattern of CFMEU criticism directed at those responsible for the Project. This information further indicates that the CFMEU's campaign included not only formal statements, rallies, and media releases, but also ongoing public commentary and lobbying that appeared to be aimed at pressuring both the Delivery Authority and government officials by claims of mismanagement, safety breaches, and industrial relations issues.
206. A photo taken of a campaign rally that contained attacks on Mr Scales OBE and the Honourable Mark Bailey in is at **Annexure GN-38, page 149** of the Bundle.

Criticisms of Contractors and Individual Site Workers

207. The information the Delivery Authority has indicates that the CFMEU has also published criticisms of contractor staff and individual site managers involved in the Project.
208. I am aware that one of the earliest examples occurred in December 2019, when the CFMEU published an open letter in the Courier-Mail as a full-page advertisement, directly addressing the then Premier.
209. The letter demanded the removal of CPB Contractors from the Project and levelled a series of serious allegations against the company, relating to sham contracting practices, use of unsafe building materials, a failure to provide adequate protection for workers during periods of extreme heat, and the watering down of safety standards and provisions on site.

210. A copy of the “open letter” advertisement on 2 December 2019 is at **Annexure GN-39, page 150** of the Bundle.
211. Through further investigation and inquiry with CPB Contractors at the time, the Delivery Authority found these allegations to be without merit.
212. I am aware that the CFMEU subsequently made public statements about individual employees of CPB. In July 2020, the CFMEU released a media statement specifically about the company’s safety officer, Mr Peter Cullen which also made allegations about his conduct.
213. A copy of the media release is at **Annexure GN-40, page 151** of the Bundle.
214. I understand that these matters were reported in detail in the media when Mr Cullen commenced defamation proceedings against the CFMEU.
215. A copy of an article in the Courier Mail dated 11 March 2021 is at **Annexure GN-41, pages 152 to 154** of the Bundle.
216. I am aware that during a period of industrial action in 2024, placards were displayed on public streets outside construction sites, naming specific managers. One particular example involved a manager being labelled a “convicted woman basher” and a “general degenerate”.
217. Photos of placards involving Delivery Partner staff, which were posted across various Project sites, are at **Annexure GN-42, pages 155 to 159** of the Bundle.

Table of personal attacks

218. A table detailing incidents of personal attacks that were noted by the Delivery Authority is at **Annexure GN-43, pages 160 to 161** of the Bundle.
219. There are two documents referred to in that table, which are not otherwise referenced in this Statement. They are:
- (a) The 15 February 2024 media release directed at Minister, the Honourable Grace Grace. A copy of this media release is at **Annexure GN-114, page 408** of the Bundle.
 - (b) The 2 June 2023 social media post directed at Mr Scales OBE. A copy of this post is at **Annexure GN-115, page 409** of the Bundle.

On-Site Worker Intimidation and Violence

220. Through formal and informal contractor reporting of CFMEU behaviour at Project worksites as well as through media reports, the Delivery Authority has been made aware of multiple incidents of alleged on-site intimidation attributed to the CFMEU. In its capacity as the responsible entity for the delivery of the Project, it also became aware of several reported and documented incidents with alleged involvement of workers on Project sites.
221. Some examples of reported incidents include:
- (a) Boggo Road (15 April 2020): a CFMEU organiser allegedly made sexually explicit comments to a site safety supervisor and obstructed truck access. The organiser was also alleged to have deliberately stood in the way of trucks entering site.

A copy of an article in the Financial Review dated 6 July 2020 is at **Annexure GN-44, page 162** of the Bundle.

- (b) Pimpama Station (1 December 2023): a CFMEU organiser entered the site and allegedly pushed a traffic controller, prompting a complaint with the Queensland Police Service (**QPS**).

A report of this incident is at **Annexure GN-45, page 163** of the Bundle.

- (c) Roma Street (25 February 2024): a supervisor enforcing PPE compliance reported that he was being bullied during the CFMEU's campaign specific to working during extreme heat.

A report of this incident was contained in a document submitted by the TSD Delivery Partner in August 2024 (**August 2024 Document**). I address this document in more detail at the end of this Statement.

222. I am aware that increased on-site worker interactions were reported to the Delivery Authority in the lead up to and during protected industrial action (**PIA**) that occurred at Project worksites in 2024.

Alleged Interfering with Voting

223. During the week commencing 8 April 2024, information the Delivery Authority has reflects that a key Delivery Partner was approached by multiple employees expressing concerns they had been subject to unlawful interference while seeking to vote in a ballot to take PIA. I understand that the contractor sought interlocutory injunctions against the CFMEU. However, the Court ultimately dismissed the application due to issues with the insistence of anonymity for employees.

Alleged Intimidation at Picket Lines

224. On 22 April 2024, the CFMEU was granted permission to undertake PIA.
225. Whilst PIA in the form of picket lines is a legitimate means of protest, information provided by subcontractor entities at the time to Delivery Authority staff indicated that CFMEU members would stand out the front of worksites to discourage workers who were *not protected* under the PIA from entering. This information also indicated that workers were fearful that, if they crossed the picket line, they may "get onto a CFMEU black list" and "not get onto the future construction works after CRR".
226. Updates from Area Managers in relation to these matters are at **Annexure GN-46, pages 164 to 166** of the Bundle.

Physical Altercation at Dutton Park

227. I understand that on 1 May 2024, a physical altercation allegedly occurred outside the Project's Dutton Park station construction site, reportedly due to non-union aligned workers trying to cross the CFMEU's picket line. Footage of this incident was shared widely on social media and reported on by major news outlets.
228. A copy of a Channel 9 News television broadcast that aired on 1 May 2024 in relation to this incident is at **Annexure GN-47 (page 167, video file)**.
229. It is further understood that following this incident, one of the non-union workers was the subject of an alleged attempted assault at 5am on 31 July 2024 when two men attacked

him as he was leaving his home reportedly to travel to work on the Project site. The matter was referred to the QPS for investigation.

230. A reference to this incident can be found at the relevant extract of the Watson Report, which is at **Annexure GN-48, page 168** of the Bundle.
231. Following an application by CPB, which was prompted by the picketing action referred to above along with other alleged inappropriate activities from the CFMEU, the Federal Court ruled on 1 May 2024 that CFMEU delegates, office holders, employees, or other representatives were prohibited from:
- (a) physically obstructing or physically impeding the free movement of goods or people to and from points of entry (gate, turnstile, entrance way, driveway or door) to CRR construction sites;
 - (b) abusing, threatening, harassing or intimidating any person entering or leaving a CRR site; and
 - (c) aiding, abetting, counselling, procuring or inducing any person to engage in conduct referred to above.
232. A copy of the Court's order is at **Annexure GN-49, pages 169 to 172** of the Bundle.
233. Later on 18 July 2024, the Federal Court also issued an order to restrain CFMEU officers, delegates, employees or other representatives from:
- (a) photographing, recording, or creating or maintaining a record of the identity of, any person or vehicle entering or leaving a CRR site; and
 - (b) coming within 15 meters of a point of entry.
234. A copy of the Court's order is at **Annexure GN-50, pages 173 to 177** of the Bundle.

Targeting and Disruption of Individual Subcontractors

235. In around August 2024, the Delivery Authority was informed that a traffic management company engaged since Project commencement, is understood to have experienced ongoing pressure from the CFMEU from 2022, following expiry of their enterprise agreement in 2021, to sign up to a union-approved enterprise agreement.
236. I am advised that during a CFMEU-initiated audit of Traffic Management Plans and procedures in November 2023, site access gates remained closed, inconsistent with usual practice. This resulted in a suspension of traffic movements and the loss of one shift across all Project sites, due to suspicion of wrongdoing held by the CFMEU.
237. I am also advised that to satisfy the demands of the CFMEU, all traffic controllers participated in a re-induction onto Safe Work Method Statements, which led to further, partial shift losses on all sites.
238. At the Boggo Road site, I am advised that traffic controllers were instructed to await approval from CFMEU delegates before opening gates or accepting deliveries, resulting in an additional partial shift being lost at that location.
239. In another instance in around August 2024, the Delivery Authority was informed by the TSD Delivery Partner that the CFMEU appeared to target a contractor engaged to clean TSD sites. It was reported to the Delivery Authority that employees of the TSD Delivery

Partner lost earnings due to their inability to work as a result of obstructive measures taken by the CFMEU, including:

- (a) cleaners at Boggo Road being directed to stop work by the CFMEU (10-11 January 2024), losing shifts;
- (b) cleaners were unable to clean toilets at Albert Street site due to the CFMEU barricading them and preventing access to site (19 January 2024);
- (c) toilets at the Albert Street site were again barricaded and could not be cleaned or used by workers (5 February 2024); and
- (d) CFMEU repeatedly told cleaners at all sites not to undertake cleaning duties on site and remain in office areas only.

240. I am advised that workers also reported being intimidated by the CFMEU to the head contractor.

241. Reports of these incidents are also contained in the August 2024 Document.

CFMEU Safety Campaigns – Safety Allegations

242. Safety remains the single most important priority for the Project. With over 49 million hours worked, the project has maintained a Lost Time Injury Frequency Rate (LTIFR) of 0.75 per one million hours worked (as at January 2026). This compares exceptionally well to the national industry average of 11.6 LTIs per million hours in the heavy engineering construction sector.

243. Notwithstanding this strong safety record, the Delivery Authority recognises the inherent risks associated with construction activities and that unions can play an important role in ensuring construction sites, including Project sites, are safe.

244. The Delivery Authority has at all times been responsive to concerns raised by the CFMEU and other unions. However, based on the information the Delivery Authority has, there appears to have been a pattern of targeted safety campaigns by the CFMEU, where the CFMEU appears to make false and misleading statements regarding safety risks or safety management at Project worksites. Additionally, these campaigns also coincide with broader industrial action, which could be said to result in significant disruption to the Project.

Asbestos Campaign

245. I am aware that the CFMEU has made multiple claims in relation to the management of removal of hazardous materials containing asbestos on Project sites.

246. These claims have been repeatedly refuted by the Project's Delivery Partners, with specialists, including hygienists and WHS inspectors, confirming that after investigating these claims, that no investigation was required as the worksites or work areas are safe.

247. I understand that one example of this occurred in 2019 when asbestos had been identified within an awning structure to be removed at the Albert Street site.

248. I am aware of other allegations of unsafe work practices were subsequently made by the CFMEU, including:

- (a) unfounded claims to the media about the purported improper disposal of asbestos, with comments such as, "that's what you get when you engage cheap and nasty contractors".

A copy of the relevant news article is at **Annexure GN-51, pages 178 to 179** of the Bundle.

- (b) the distribution of printed materials to pedestrians outside the Albert Street site claiming asbestos mismanagement in November 2019.

A copy of a pamphlet that was delivered by the CFMEU to pedestrians as part of the "asbestos campaign" is at **Annexure GN-52, page 180** of the Bundle.

249. I am aware that contractors safely removed the material in a manner that was confirmed by WHSQ as meeting legislative requirements. The Delivery Authority did not receive a written confirmation from WHSQ of these matters, rather confirmation was provided orally by a WHSQ inspector.
250. An email referring to this confirmation is at **Annexure GN-53, pages 181 to 183** of the Bundle.
251. In addition, I am unaware of any information or evidence which suggests that the Delivery Authority was aware that pedestrians were ever exposed to asbestos on the Project, or that unprotected workers were exposed to asbestos.

Heat Campaign

252. I am aware that Delivery Partners for both the TSD and RIS packages of work developed policies for heat management on Project sites, which include a multi-level approach to identify and manage heat stress factors. These policies include the use of the Thermal Work Limit index (TWL Index), which is a measure to predict the maximum level of metabolic work a worker can perform in a given environment without exceeding a safe core body temperature or sweat rate. The TWL Index is officially endorsed by WorkSafe Queensland, offering a methodology that takes into account the diverse variables present across different site environments.
253. Relevant information provided by Work Safe Queensland is at **Annexure GN-54, pages 184 to 194** and **Annexure GN-122, pages 423 - 424** of the Bundle.
254. I am advised that Work Health and Safety laws in Australia do not specify a 'stop work' temperature and there is no workplace exposure standard or limit for heat stress. WorkSafe Queensland states that setting of a safe/unsafe limit for heat stress simply based on ambient air temperature is not appropriate due to the many variables, including task, environment and individual, associated with the onset of heat strain.
255. Relevant information provided by WorkSafe Queensland is at **Annexure GN-54, pages 184 to 194** of the Bundle.
256. A CFMEU heat policy reflected in the CFMEU EBA and sighted by the Delivery Authority in February 2024 claimed that workers are within their rights to stop work if temperatures reach 35°C, or if temperatures reach 29°C with 75% humidity. This policy was based on air temperature, measured by a temperature gauge on site.
257. I am aware that in the summer of 2023-24, the CFMEU began issuing media statements and social media posts alleging that the contractors' heat policies on the project were unsafe and endangered workers.

258. A copy of a media release dated 19 January 2024 is at **Annexure GN-55, page 195** of the Bundle.
259. A copy of a CFMEU Facebook post dated 5 February 2024 is at **Annexure GN-56, page 196** of the Bundle.
260. I am also aware that one of the CFMEU's claims was that a labour hire worker who was found deceased in a car in Moorooka after leaving work at the CRR Salisbury station site on 28 December 2023 died due to heat stress. This claim was not consistent with the information available to the Delivery Authority, a copy of which is at **Annexure GN-57, pages 197 to 203** of the Bundle.
261. I understand that at the time this claim was made, it was unsubstantiated, because at that time the cause of the worker's death had not been determined, investigation by the Coroner was ongoing, and there was no evidence or ruling to suggest the worker's death was heat related or caused by worksite conditions.
262. I further understand that the CFMEU's claims in relation to this incident remained unsubstantiated. The QPS cautioned against unfounded speculation in relation to the incident in a telephone call with a representative of the Delivery Authority. Additionally, the wording of a QPS statement on the matter was provided by email from QPS to the Delivery Authority.
263. A copy of the email is at **Annexure GN-116, page 410 to 413** of the Bundle.

Ambulance call outs and 'hospitalisation'

264. Given the scrutiny on heat management and out of an abundance of caution, I am aware that Delivery Partners, between 1 December 2023 and 14 February 2024, had a policy that an ambulance would be called for any worker complaining of possible heat stress symptoms, and 18 workers from Project sites in total were taken to hospital on this basis.
265. I am aware that the Delivery Authority's records indicate that of these cases, four were identified as non-work-related incidents associated with pre-existing medical conditions, one was recorded as requiring no treatment, and the remaining 13 required only first-aid treatment. No workers were admitted for overnight or extended stays in hospital, and all affected individuals were medically cleared to return to work on the same or following day.
266. A copy of the relevant records is at **Annexure GN-57, pages 197 to 203** of the Bundle.
267. Despite this, I understand that the CFMEU made repeated and inaccurate claims that 25 CRR workers were 'hospitalised' because of heat stress.
268. A copy of a relevant news article is at **Annexure GN-58, page 204 to 205** of the Bundle.
269. I am not aware of any evidence that supports these claims.

Personal Protective Equipment Protest

270. On site, workers are required to wear mandatory personal protective equipment (PPE), which includes long-sleeved shirts and long pants. Workers are advised of this requirement at Project and site inductions.
271. The policy is in place to ensure workers are appropriately protected and safely able to perform their duties on an active construction site.

272. In February 2024, it was reported to the Delivery Authority that some workers on Project sites started to arrive to work wearing shorts and t-shirts, which was contrary to the Project's PPE requirements. This resulted in workers not being able to safely commence work and resulted in disruption of the works.
273. I understand that the Delivery Authority was made aware, from contractor site managers, that CFMEU members and representatives encouraged workers to wear shorts and t-shirts, compromising their safety.
274. Despite efforts to enforce compliance, site management noted that the PPE protest appeared to be coordinated, with several workers citing discomfort due to the prevailing high temperatures as their reason for non-compliance. I understand that discussions were held between union representatives and project management to address concerns about heat stress in relation to PPE requirements, with project safety standards remaining unchanged throughout this period.
275. Updates from Area Managers in relation to these matters are at **Annexure GN-59, pages 206 to 214** of the Bundle.

Heat Rally

276. On 19 January 2024, I am aware that the CFMEU issued a media release that claimed: "Over the past four weeks there has been one heat-related fatality on the project and several other workers have been hospitalised after suffering heat stress."
277. A copy of the CFMEU's media release dated 19 January 2024 is at **Annexure GN-55, page 195** of the Bundle.
278. On 15 February 2024, I am aware that a rally was held outside Queensland Parliament, during which the CFMEU claimed that existing heat policies were inadequate and that workers were "demanding" CPB adopt the union's heat stress policy. As noted, the CFMEU had already made what was observed to be unsubstantiated claims that a site worker found deceased in their car had died due to heat stress.
279. A copy of a photo from the rally (published in the Brisbane Times) is at **Exhibit GN-60, page 215** of the Bundle.
280. While the above indicates that the CFMEU highlighted significant concerns about heat-related incidents, to date there has been no finding that the fatality is linked to the worker's involvement on the Project. Additionally, the majority of the reported hospitalisations involved minor cases requiring only first aid, with no confirmed overnight admissions directly attributed to heat stress.
281. I am aware that the Delivery Authority commissioned an independent third-party expert, DWF Risk (Australia), to undertake two reviews – one on TSD sites and one on RIS sites – to determine if risks of working in hot conditions were being effectively managed on the Project. The reviews found in both instances that the contractors' Heat Management Plans documented the controls required to manage working in heat, and there was significant evidence of those controls (as well other best practice controls e.g. hydration testing) being implemented at an operational level.
282. A copy of the Heat Management Reviews conducted by DWF Risk Australia and dated February 2024 is at **Annexure GN-61, pages 216 to 250** of the Bundle (in relation to RIS) and **pages 251 to 298** of the Bundle (in relation to TSD).

Silica Dust Campaign

283. In 2021, the Project's two Tunnel Boring Machines (TBM) were launched at the Woolloongabba site to evacuate the bulk of the Project's twin tunnels. Spoil created by the TBMs' activity was transported to the Woolloongabba site's acoustic shed via a conveyor belt running through the existing tunnels.
284. On 18 June 2021, around 30 workers downed tools at the Woolloongabba worksite due to CFMEU claims of silica dust being released from TBM spoil conveyors.
285. A copy of the relevant news report is at **Annexure GN-62, pages 299 to 301** of the Bundle.
286. I am aware that WHSQ officials visited on 21 and 22 June 2021 and confirmed: "we investigated the complaint including having one of our hygienists visit the site who undertook specific enquiries around the controls and readings. There was no non-compliances identified in relation to this particular matter."
287. A copy of the relevant statement is at **Annexure GN-63, pages 302 to 304** of the Bundle.
288. Work recommenced onsite on 21 June 2021.
289. However, the CFMEU continued to claim that the issues occurred because dust mitigation equipment was not being used. On 6 July 2021, the Delivery Authority was made aware of CFMEU pamphlets being distributed to surrounding residents that incorrectly claimed that the Project's Woolloongabba site was generating potentially deadly dust.
290. A copy of the pamphlet distributed by CFMEU to residents is at **Annexure GN-64, page 305** of the Bundle.
291. On 27 July 2021, work paused on the Woolloongabba site after queries were raised from one crew regarding visible dust, after which the CFMEU posted a video on Facebook claiming that workers had removed themselves from the site because of excessive dust exposure risk.
292. A copy of the post is at **Annexure GN-65, page 306** of the Bundle.
293. An independent Certified Occupational Hygienist (COH) was on site on 27 July 2021 and confirmed there were no further mitigation or controls required to enable work to resume safely.
294. An email referring to this confirmation is at **Annexure GN-66, pages 307 to 312** of the Bundle.
295. I am aware that on a separate occasion in September 2022, the CFMEU raised an issue with dust levels at the CRR Boggo Road site and night shift works were disrupted.
296. I understand that the CFMEU returned with WHSQ on 8 September 2022 and undertook a site inspection. WHSQ reviewed daily air quality monitoring data and occupational hygiene information and raised no issues. Work resumed on the same day.
297. Regardless of this, on 9 September 2022, the CFMEU published a post on Facebook that claimed there were dangerous dust levels on the site.
298. A copy of a CFMEU Facebook post dated 9 September 2022 is at **Annexure GN-67, page 313** of the Bundle.

Use of Safety Powers to Disrupt Operations

299. I am advised that unions' safety powers derive from two key mechanisms under the *Work Health and Safety Act 2011 (Qld)* (**WHS Act**):
- (a) Right of Entry (**RoE**) Permits - union officials with a valid RoE permit can enter a workplace to inquire into suspected contraventions of the WHS Act and consult with or provide assistance to workers on WHS matters.
 - (b) **HSRs** - Workers can elect HSRs to represent them on safety issues. HSRs then have the power to direct unsafe work to cease, issue Provisional Improvement Notices, and accompany WHSQ inspectors.
300. These powers support the protection of worker wellbeing. However, on the Project, I am aware that the Delivery Authority has observed instances where the CFMEU's use of these powers raised a suspicion that they had motives other than worker protection.
301. I outline below how the CFMEU's exercise of safety powers has coincided with other instances of industrial action, likely contributing to increased disruptions on the Project.

Incident in July 2023 and the Safety Reset

302. On 25 July 2023, I was advised that a scaffolder working within the CRR Boggo Road worksite fell from height, sustaining critical injuries. This was a serious incident that was investigated by WHSQ, supported by the Delivery Authority and the Delivery Partners.
303. Although a response from unions, such as the CFMEU, was expected following this incident, the CFMEU's actions appear to reflect a lack of sensitivity and led to union actions that arguably did not focus on worker welfare and safety.
304. Immediately following the incident, I understand that the CFMEU issued statements to the media that included speculation regarding the injured worker's condition. While the injured worker was in a critical condition in hospital, former state secretary Michael Ravbar speculated to media that: "This guy is probably likely not to survive the next 24 hours."
305. A copy of the relevant news report is at **Annexure GN-68, pages 314 to 317** of the Bundle.
306. I am also advised that from as early as May 2020, the CFMEU had also made claims to media and on social media that Project worksites were manifestly unsafe. This included claims about the number of safety breaches and prohibition notices that the Project had received, and that the Project had the "worst safety record" in Australia.
307. A copy of the relevant news report is at **Annexure GN-69, pages 318 to 320** of the Bundle.
308. However, safety statistics demonstrated the contrary. As at July 2023, the Project had a TRIFR (Total Recordable Injury Frequency Rate) of 3.87 incidents for every million hours worked, compared to an industry average of 6.88.

CFMEU action following fall from heights incident

309. I am aware that the day immediately after the incident on 26 July 2023, the CFMEU held a public rally, involving workers not only from the Project but from other worksites across Brisbane.

310. During the rally, I was advised that the CFMEU issued a list of demands, including:
- (a) "Complete re-set on safety across the Project";
 - (b) full time CFMEU delegates/HSRs to be employed on all Project sites;
 - (c) complete audit of all sites including but not limited to Safe Work Method Statement reviews, conducted by BTG union organisers in conjunction with existing HSRs;
 - (d) full access provided to CFMEU organisers without restriction, now and for the life of the Project;
 - (e) the withdrawal of labour until Monday 31 July, requiring workers to remain in the sheds until the safety audit is complete, and until they are satisfied that all issues have been rectified;
 - (f) weekly safety meetings to be conducted for the life of the Project; and
 - (g) Turnstiles to be immediately removed from the Project".
311. A copy of an email sent by Jade Ingham to Mr Kevin Mara on 26 July 2023 that set out the CFMEU's demands is at **Annexure GN-70, pages 321 to 324** of the Bundle.
312. On 27 July 2023, when workers tried to return to work, the CFMEU, ETU and the Plumbers Union blocked entrances to a number of Project worksites. On 28 July 2023, the CFMEU posted a media release that made the incorrect statement that CPB had sought to obstruct safety investigators.
313. A copy of a CFMEU media release dated 28 July 2023 is at **Annexure GN-71, page 325** of the Bundle.
314. On 31 July 2023, I am aware that a Project-wide safety review commenced and was undertaken in collaboration with on-site contractors, unions and site-based HSRs. On the same day, the CFMEU posted a media release calling for Minister, the Honourable Mark Bailey to be sacked and for the Delivery Authority to be "junked".
315. A copy of a CFMEU media release dated 31 July 2023 is at **Annexure GN-31, page 137** of the Bundle.
316. It is my understanding that, while all issues raised during the safety reset process were actioned and closed out prior to construction work resuming, the CFMEU continued to attend the Project's worksites on the basis of unfounded claims that Project worksites were unsafe.

Health and Safety Representatives (HSRs)

317. Following the 25 July 2023 incident and subsequent protests, the relevant Delivery Partner allowed union representation on worksite Health and Safety Committees and CFMEU affiliated HSR's were granted roles within Project worksites, as part of an effort to get worksites back to maximum productivity.
318. This representation by the CFMEU on site occurred in the lead up to the October 2023 expiry of the original Enterprise Agreements (brokered between CPB and the AWU in 2019). It appears this also coincided with a period of industrial tension.

319. Between July 2023 and December 2024, a total of 58 work stoppages were initiated by HSRs across various Project sites. These are examined in more detail below, when I outline likely productivity impacts on the Project. While a number of these actions were in response to legitimate safety concerns, a significant proportion also appeared to lack a clear or substantiated basis under the relevant legislative framework.
320. In several cases, it appeared that the scale and duration of the stoppages were disproportionate to the nature of the issue raised, affecting far more staff and Project time than was reasonably required to address the concerns. These instances also appeared to indicate to me that HSR powers were, at times, exercised in a manner that appear more focused on the CFMEU's broader industrial objectives than the resolution of safety risks.
321. I understand that the Delivery Authority was advised by Delivery Partner head contractors that a high proportion of HSRs engaged on Project construction sites were members of the CFMEU. Delivery Partners also reported that certain HSRs were, on occasion, disruptive, resistant to constructive engagement, and appeared to use their statutory powers in ways that delayed or impeded critical project activities.
322. A copy of the relevant records is at **Annexure GN-72, page 326** of the Bundle.

Right of Entry Breaches

323. I am advised that access to Project sites by union officials holding work health and safety (WHS) 'Right of Entry' permits has been consistently granted throughout the Project, subject to necessary requirements being met. Union officials must deliver the appropriate written notice in advance, present a valid entry permit upon arrival, arrive during designated work hours, and comply with all site visitor protocols. These protocols typically include signing the visitor register, completing site-specific inductions, and adhering to any additional safety measures implemented by the site manager.
324. Despite these established procedures, I am advised that Delivery Partners have made the Delivery Authority aware of occurrences where CFMEU officials have not satisfied the requirements for valid entry, including by failing to provide written notice, not presenting valid right of entry permits, entering sites outside designated hours, or not adhering to visitor protocols.
325. Below is a non-exhaustive list of breaches on Project sites, which I am advised reflects what was typically relayed to Delivery Authority staff by Delivery Partners at each worksite and as part of day-to-day monitoring of what was occurring at each site, during heightened periods of industrial action:
- (a) on 19 August 2021 (Woolloongabba) and 24 August 2021 (Roma Street), CFMEU officials failed to adhere to site entry protocols;
 - (b) on 22 and 23 May 2023, at least 23 CFMEU members entered seven separate CRR worksites on 10 occasions over the two days. Of these 10 occasions, five were referred to at the time as 'unlawful';
 - (c) on 22 May 2023, four CFMEU members unlawfully entered the Boggo Road site, three of whom accessed the tunnels and walked to the Woolloongabba site and back to Boggo Road. I am advised that these members were not inducted to enter the tunnels and did not have the correct permits or PPE. The section of the tunnel that was accessed was a rail restricted zone, requiring additional qualifications due to increased risk;

- (d) on the same day, I am advised that two CFMEU members unlawfully entered the Lot 1 construction site at Albert Street by following an authorised vehicle through a gate, before attempting to disrupt scaffold and steel fixing works, and then accessing the Lot 2 cavern site;
- (e) on 23 May 2023, I am advised that CFMEU members unlawfully entered Project sites at Boggo Road, Woolloongabba and Rocklea. At Woolloongabba, two representatives walked through the tunnel to Albert Street, where they emerged at Lot 2 and departed site. Again, they were not wearing appropriate PPE in the tunnel, which is a high-risk zone;
- (f) on 18 January 2024, I am advised that the CFMEU sought to enter a number of the RIS Project sites. While seeking to enter the RIS sites, CFMEU members used vehicles to block the gates. At the Dutton Park site, a CFMEU member unlawfully entered the site and stood on the railway tracks refusing to move, stopping track inspection and tidy up works which prevented tracks reopening to the public following scheduled works. The on-site contractors contacted QPS and WHSQ.

326. Documents referring to some of these breaches are **Annexure GN-73, pages 327 to 328; Annexure GN-117, pages 414 to 415; Annexure GN-118, pages 416 to 418; Annexure GN-119, pages 419 to 420** of the Bundle.

Contractor Response to Unlawful Access

327. I am advised that whenever union representatives attempted to access Project sites unlawfully, head contractors followed established industrial relations management plans and safety management systems. CFMEU members would be informed that their presence was unlawful and/or a breach of safety standards. Any incidents were also reported to the appropriate authorities where necessary, such as the Fair Work Ombudsman or WHS regulator.

ABCC Allegations and Fair Work Commission Ruling

328. In July 2021, the Australian Building and Construction Commission (**ABCC**), alleged that a CFMEU official, Andrew Blakeley, entered the Albert Street site, and that as a result, both the individual and the union had contravened the requirements for permit holders under s 499 and s 500 of the *Fair Work Act 2009* (Cth), and:

- (a) refused to reply to reasonable requests to sign the visitor register, to complete a visitor induction, and to confirm details of his COVID-19 inoculation status;
- (b) ignored requirements that he be escorted throughout the site by a company representative;
- (c) refused to remain outside a restricted work area and refused to comply with safety signage;
- (d) unlawfully entered a restricted work area at the Albert Street Station construction site;
- (e) ignored instructions given by an accredited traffic controller to report to the site office; and
- (f) climbed scaffolding stairs leading to the tower crane pad whilst ignoring verbal directions not to do so.

329. I am advised that the matter was ultimately transferred to the FWC, which in July 2023 determined that the Fair Work Act right of entry requirements had been breached on two separate Project sites and imposed penalties against the CFMEU and the two CFMEU representatives involved (Michael Ravbar and Andrew Blakely).

330. In a media release regarding the matter, the Fair Work Ombudsman noted:

"In both instances, the conduct involved Mr Ravbar and Mr Blakeley being involved in failing to observe protocols when entering the sites, such as completing a visitor induction; taking a vehicle and trailer onto the sites without authority; and setting up a BBQ for workers at the sites without authority from the site occupiers, which interrupted work at the sites."

"Mr Blakeley made physical contact with a representative of the site occupier when he entered the Woolloongabba station site."

331. A copy of the media release is at **Annexure GN-73, pages 327 to 328** of the Bundle.

Protests, Rallies and Industrial Action

Protests and Rallies

332. Between 2018 and 2025, I am aware of and advised that the CFMEU staged multiple public rallies and protests specific to the Project. These demonstrations, summarised below, were typically aimed at raising safety, industrial and/or political issues. The table below details these incidents.

DATE	DETAILS
22/08/2019	CFMEU protest in CBD including march to Parliament House.
27/11/2019	CFMEU protest in CBD including march to Parliament House.
08/07/2020	CFMEU protest near Albert St worksite.
08/09/2021	CFMEU protest outside Delivery Authority Office.
01/08/2022	CFMEU protest outside TMR Offices.
09/11/2022	CFMEU protest in CBD.
05/04/2023	CFMEU protest in CBD.
24/05/2023	CFMEU rally outside Albert St worksite.
14/09/2023	CFMEU protest in CBD including march to Parliament House.

15/02/2024	CFMEU protest in CBD including march to Parliament House.
19/06/2025	CFMEU protest in CBD including march to Parliament House.
19/02/2025	CFMEU protest in CBD including march to Parliament House.

Behaviour During Protest

333. On 24 May 2023, I understand that about 150 CFMEU representatives and members gathered at the City Botanic Gardens before moving to the Project's Albert Street worksite with a clear intention to demonstrate.
334. Here, the group was observed blocking the roadway outside the relevant Project site, purposefully obstructing access for deliveries, banging on the site's entry gate, and sticking several anti-AWU stickers and posters across the site gates and site hoardings.
335. A copy of photos taken of the gathering are at **Annexure GN-74, pages 329 to 330** of the Bundle.

Protected Industrial Action

336. The period between July 2023 and early 2024 was a period with escalating industrial tensions due to the expiry of the EBAs in October 2023.
337. As outlined above, I was advised that in April 2024, the CFMEU was granted the right for (approximately) 200 direct hire employees working on Project TSD and RIS sites to take PIA. The CFMEU commenced PIA from April 2024 onwards and the industrial action included rolling work stoppages, a ban on the use of technology, not doing paperwork and a ban on overtime, continued throughout 2024, culminating in a total of 148 days on which PIA was notified.
338. A table that outlines the timeline of PIA on the project, and the disruption of the new EBA process by the CFMEU, is at **Annexure GN-75, pages 331 to 334** of the Bundle.

Intimidation and Coercion of other Workers

339. The Delivery Authority was made aware through internal reporting of multiple incidents of alleged intimidation, where workers not covered by the PIA were alleged to have been verbally and physical intimidated by the CFMEU.
340. As outlined above, in May and July of 2024, CPB Contractors was granted injunctions by the Federal Court against the CFMEU in relation to the conduct of CFMEU representatives.

Disruption of Specific Works

341. I am aware that during rallies, protests and other forms of industrial action specific to the delivery of Cross River Rail, the CFMEU appeared to adopt a strategic and tactical approach to site disruption. In these instances, the CFMEU appeared to use their knowledge of major construction phases to purposefully disrupt specific works maximising negative impact on the wider Project delivery program.
342. I am aware that the CFMEU appeared to target critical and time-sensitive works with an aim to disrupt site operations, hinder site productivity, force significant rescheduling of works and prevent the Project from achieving major milestones. Works that were targeted included:
- (a) concrete pours;
 - (b) crane lifts;
 - (c) tiling; and
 - (d) canopy installation.
343. More detail of these targets is provided later in this Statement.

Exhibition Station – An Example

344. As part of the Project, a new Exhibition train station has been constructed at the Royal Brisbane Showgrounds. The station was due to be completed in time for the Royal 'Ekka' Show in August 2024 and this had been foreshadowed to the public in a media release on 18 July 2024 that stated:
- “There is the potential to temporarily open the new Exhibition train station for this year’s show, pending some final approved works that will ensure the station is safe and ready for use.”*
345. As outlined above, however, I am advised that the CFMEU had undertaken PIA from April 2024 and had taken to attending Project worksites demanding that other workers, not covered by the PIA, should not enter the site.
346. This included the Exhibition station site and between 16 and 30 July 2024, where I am aware that a CFMEU picket line resulted in 11 of 15 possible workdays being lost at the site, and the remaining four days partially impacted.
347. This in turn meant that important work required to achieve final safety certifications could not be completed and final fit out activities, such as installing handrails and paving tiles had to be delayed. It was subsequently announced on 30 July 2024 that Exhibition station was unable to open for Ekka 2024.
348. A copy of a relevant Courier Mail newspaper article is at **Annexure GN-76, page 335** of the Bundle.

First Train in Tunnel Test – Another Example

349. I am advised that the first Train in Tunnel was a test whereby a train would enter the newly constructed tunnel structure at low speed to ensure certain aspects of the tunnel and rail operation completed to that date, were in correct working order.

350. It represented a critical milestone for the Project and was due to occur on 27 and 28 July 2024, but as noted by the Brisbane Times newspaper on 24 July 2024, the ongoing PIA by CFMEU meant that the test had to be delayed.
351. A copy of the newspaper article is at **Annexure GN-77, pages 336 to 339** of the Bundle.
352. The “proof of concept” that was originally scheduled to occur in late July did not take place until 15 September 2024, and as CPB Industrial Relations Manager Terence Prior deposed in an affidavit to the Federal Court:

“The intimidation and threats made against the subcontractor workforce plays a fundamental role in denying the project the workforce it needs to continue its operations and meet its critical path objectives for the project.”

353. A copy of the Affidavit is at **Annexure GN-79, pages 340 to 347** of the Bundle.

Damage to Property and Vandalism

354. I am aware of Delivery Partners reporting a range of instances of vandalism and damage to property that had escalated on Project sites, particularly in 2024. Photographic and video evidence was provided by the relevant Delivery Partner to verify the incidents, with some also reported to the QPS.
355. I was advised that the perpetrators were alleged by the major contractor to be CFMEU representatives or affiliates. Acts of vandalism escalated and were carried out between April and July 2024, included the following:
- (a) the distribution boards at the Albert Street site were found to have their residual current device (**RCD**) test stickers removed. RCD stickers are tags that provide visual confirmation that testing is current and in date;
 - (b) Damstra keypads at the Boggo Road and Roma Street sites damaged following industrial action. Damstra is a system utilised on TSD and RIS sites to track site attendance via a gate access system. It also supports induction tracking and competency verification and site security;

a picture taken of the damaged Damstra keypad at the Boggo Road site is at **Annexure GN-79(a), page 348** of the Bundle;
 - (c) CCTV cameras at Roma Street sprayed with paint by men wearing masks and hooded jumpers;

A picture of this is at **Annexure GN-79(b), page 349** of the Bundle.
 - (d) subcontractors working at the Albert Street site had the keys to their elevating work platforms stolen during a break;
 - (e) a marked increase in instances of vandalism, graffiti and inappropriate stickers on lockers, amenities, hard hats, and surfaces around sites, most notably Albert Street and Woolloongabba sites;
 - (f) toilets at the Albert Street site being intentionally clogged, locks being removed from female toilets, and concrete slurry being poured into toilets; and
 - (g) a concrete pump at Woolloongabba being intentionally damaged, rendering it unusable for one shift.

356. I understand that responding to and repairing this vandalism reportedly led to:
- (a) site shutdowns until repairs and clean-up were completed;
 - (b) subcontractor walk-offs, with some refusing to return until offensive materials were removed; and
 - (c) productivity losses.

Misinformation and Media Campaigns

357. Throughout the delivery of the Project, I am aware of the CFMEU having engaged in media and social media campaigns characterised by the public release of information that was often unfounded or factually incorrect. These media campaigns would typically relate to topics including asbestos exposure, heat management or silica dust risks. Activities would include release of media statements, contacting journalists and posting allegations on social media.

Safety Record Claims

358. I am advised of and aware that from 2018 to 2023, the CFMEU consistently made unsubstantiated claims about poor safety at Project worksites.
359. Allegations included claims of unsafe working conditions, supposed breaches of safety protocols and underreporting of incidents, and these claims were widely circulated in the press and on social media, causing concern among workers and the broader community.
360. For example, it is apparent that one tactic was to cite numbers of WHSQ safety notices as proof of unsafe worksites, despite:
- (a) WHSQ inspections and notices being a common means of a regulator audit process on major construction sites;
 - (b) the 'safety notices' referred to being mainly for low level matters that resulted in an 'Improvement Notice' being issued by the regulator; and
 - (c) the Project having a safety record that was significantly better than industry averages for major construction.
361. A copy of a pamphlet that was publicly distributed by the CFMEU titled "Cross River Fail", is at **Annexure GN-80, page 350** of the Bundle.

Asbestos Claims - Media

362. The very early stages of the Project involved large scale demolition at sites such as Albert Street, Roma Street and Woollongabba.
363. Throughout this period, I am aware that the CFMEU would issue media releases and post on social media that asbestos risks were being mismanaged and that both workers and the public were being exposed.
364. For example, a copy of a CFMEU media release dated 7 August 2020 is at **Annexure GN-81, page 351** of the Bundle.
365. A picture of an apparent fake asbestos warning notice that was distributed by the CFMEU on one of the Project sites is at **Annexure GN-82, page 352** of the Bundle.

366. I am not aware of any investigation into these claims that demonstrated that management protocols had not been followed and that air quality monitoring showed signs of risk. Reputational damage was sought to be routinely inflicted on the Project in the form of dramatic news headlines stimulated by these types of claims.

Silica Dust Claims - Media

367. I am aware of and advise of the CFMEU promulgating repeated claims concerning silica dust risks, alleging significant exposure events and inadequate protection for workers.

368. For example, a picture of a “silica dust safety alert” that was distributed by the CFMEU on one of the Project sites is at **Annexure GN-83, page 353** of the Bundle.

369. And a copy of a CFMEU Facebook that makes false claims regarding safety on the Project is at **Annexure GN-84, page 354** of the Bundle.

370. Air monitoring reports and occupational health assessments conducted across Albert Street and Woolloongabba sites demonstrated compliance with all relevant safety standards, and no breaches of silica exposure limits were identified during the periods in question.

371. These ongoing claims nonetheless contributed to heightened anxiety amongst site staff which would likely to give rise to further interruptions to normal operations.

Flooding Claims

372. I am aware that in May 2023, the CFMEU disseminated misleading information during a period of heavy downpour, publishing images of alleged site flooding.

373. I am advised that on closer inspection of these images revealed that these images appeared to be taken from the 2022 Brisbane floods and did not accurately reflect the conditions at the time, as I understand that robust mitigation measures had been put in place following previous weather events.

374. The use of old photographs served to exaggerate the situation and likely added to the confusion and reputational challenges faced by the Project team.

375. A copy of the flyer that was distributed by the CFMEU is at **Annexure GN-85, page 355** of the Bundle.

Tunnel Break Through Claims

376. In September 2021, I understand that the CFMEU claimed to the Brisbane Times that a road header breakthrough at Boggo Road had occurred several days earlier, and that the tunnel entry was repaired so the breakthrough could be recreated for a media event.

377. The Delivery Authority was asked for comment and responded to the Brisbane Times, providing photographic evidence to dispel the CFMEU's claims as being incorrect. To the Delivery Authority's knowledge, and I am advised that the Brisbane Times never ran the story.

378. A copy of an email chain between the Delivery Authority and the Brisbane Times and attachment is at **Annexure GN-86, pages 356 to 361** of the Bundle.

379. Notwithstanding this, on 7 October 2021, the CFMEU repeated the incorrect claim on its own social media page.

380. A copy of the social media post is at **Annexure GN-87, pages 362 to 363** of the Bundle.

Further Examples

381. I am aware of further examples of false media campaigns included the following claims made by the CFMEU:

- (a) that foreign workers on temporary visas were being employed on the Project and depriving Queensland workers of jobs;

A copy of a CFMEU media release dated 12 March 2020 making this claim is at **Annexure GN-88, page 364** of the Bundle.

- (b) that CPB were obstructing government safety inspectors.

A copy of a CFMEU media release dated 28 July 2023 making this claim is at **Annexure GN-71, page 325** of the Bundle.

Impacts on Productivity

382. This Statement considers 'productivity' in terms of impact to the Project in relation to time and cost. The below information is therefore not a detailed 'productivity analysis', but rather, sets out the time and cost impacts of observed and/or alleged CFMEU conduct on the Project and in those terms, the impacts on 'productivity'.

383. The observed and/or alleged behaviour and conduct of the CFMEU specific to the Project had both direct and indirect impacts on Project productivity due to a combination of prolonged industrial action, targeted disruption of works during critical construction phases, misuse of safety/HSR powers, and the impact of media and social media campaigns.

384. Unprotected and protected industrial actions, including subcontractor walk-offs and site blockades also led to widespread site disruptions and fragmented sequencing of works that often resulted in or contributed to both short term and longer-term unrecoverable program delays.

385. Misuse of health and safety powers and unfounded allegations made in media and on social media exacerbated delays further while undermining workforce morale and contractor reputation.

386. Combined, all these factors created cascading impacts to project continuity and overall productivity.

Direct versus Indirect Impact

387. Examples of direct impact includes the disruption caused by industrial action as I have detailed above. These disruptions include unprotected activity (in the form of ad hoc site blockades or unauthorised site access), as well as a total of 148 days of protected industrial action, PIA, recorded between April and December 2024.

388. During the PIA, not only did approximately 200 directly employed CFMEU members exercise their right to not work, but the Delivery Authority was advised that a workforce of nearly 1,000 subcontracted workers were regularly prevented, discouraged or coerced from entering worksites.

389. Updates from Area Managers in relation to these matters are at **Annexure GN-89, pages 365 to 368** of the Bundle.

390. Another example of direct impact was the premeditated and targeted interruption of specific works such as concrete pours and crane lifts by the CFMEU. It appeared that the CFMEU knew that their activity would cause significant disruption to the phasing of construction works.
391. Examples of indirect impact includes the behaviour of CFMEU appointed HSR's, and the backdrop of misinformation and media campaigns undertaken by the CFMEU, as outlined elsewhere in this Statement.

Impact of Industry Action

392. As detailed above, unprotected industrial action by the CFMEU was a common occurrence and included:
- (a) workers being instructed by the CFMEU to cease work/temporary site shutdowns;
 - (b) CFMEU initiated worker (included subcontractors) walk offs;
 - (c) blockades and other actions preventing site access; and
 - (d) withdrawal of union-aligned labour or interruption of works during critical tasks.
393. These unprotected industrial actions caused the Project to suffer operational impacts with productivity losses due to:
- (a) works not being completed on any given day and having to be rescheduled;
 - (b) rescheduled works having a knock-on effect for other works phases and requiring site wide reprogramming/delays;
 - (c) specialist trades being redeployed to other projects (e.g. Queen's Wharf), leading to delay in being able to bring them back to Project sites; and
 - (d) fragmented sequencing causing program slippage.

Examples of Blockades and Site Interruptions

Boggo Road Site – May 2023

394. On 5 May 2023, approximately 50 CFMEU members staged a protest at the Boggo Road construction site in response to a dispute about work being conducted on Anzac Day the previous month.
395. Protesters blocked nearby traffic by positioning water barricades across the road, effectively preventing a delivery truck from accessing the site. The disruption impacted construction operations and also the adjacent Leukaemia Foundation and a local state school, with vehicular access impeded during peak hours.
396. A copy of a photo of the CFMEU members protesting outside of the Boggo Road site on 5 May 2023 is at **Annexure GN-90, page 369** of the Bundle.

Woolloongabba Site – June 2021

397. On 18 June 2021, approximately 30 workers at the Woolloongabba Station site ceased work due to CFMEU-led concerns about dust from the TBM spoil conveyors.

- 398. Follow up investigation to these concerns would show that no non-compliances were identified by WHSQ and no formal stop-work notice was issued by safety regulators.
- 399. The work stoppage led to the cancellation of a scheduled concrete pour and demobilisation of the pump truck.

Woolloongabba Site – August 2022

- 400. The CFMEU directed workers to leave site following claims about a falling object incident.
- 401. Although the Delivery Partner had secured the area and received confirmation from WHSQ that the site was safe, work did not resume until after a union meeting was held the following morning.
- 402. The event led to the loss of an entire workday across multiple work crews, and subsequent days were also impacted by the CFMEU encouraging workers to stay in the crib sheds while demanding that a mobile crane sub-contractor be removed from site.

Typical Impact of a Protest or Rally

September 2021

- 403. On 8 September 2021, the CFMEU issued a call for workers in Brisbane city to join a march on the head offices of the Delivery Authority.
- 404. As reported by the Courier-Mail, over 1,000 workers attended, including workforces from all of the Project's main worksites, and with few workers returning to work after the rally had concluded.
- 405. Photos taken of the march are at **Annexure GN-91, page 370 to 371** of the Bundle.
- 406. The immediate impact on productivity was that little to no work occurred on 8 Project worksites that day. This disruption caused consequential impacts due to works having to be rephased and re-sequenced.
- 407. Separately, between August 2019 and June 2025, I am advised that there were at least 17 CFMEU rallies, protests or blockades that involved the Project.
- 408. A table documenting these events is at **Annexure GN-92, page 372** of the Bundle.

148 Days of Protected Industrial Action – July to December 2024

- 409. As detailed above, on 22 April 2024, the CFMEU was granted the right for approximately 200 directly employed CFMEU workers working on CRR TSD and RIS sites to take PIA.
- 410. The industrial action, which included rolling work stoppages, a ban on the use of technology, not doing paperwork and a ban on overtime, commenced on 30 April 2024 and continued intermittently until December 2024, with a total of 148 days on which PIA was notified and enacted.
- 411. On these days there was an immediate impact to productivity. More than approximately 200 directly employed CFMEU workers across all of the Project's TSD and RIS worksites exercised their right to not work, with different sites affected on different days. Additionally, the CFMEU formed picket lines at the gate and were observed instructing subcontractor workers (not covered by PIA) to also not enter or work that day.

412. The Delivery Authority is aware of allegations including intimidation, coercion, verbal threats and threats of physical violence that occurred during these moments.
413. The observed impact on productivity for each day of PIA was that at any site where a picket or blockade was being enacted, little to no work was achieved on that worksite that day. This activity led to lower attendance rates by subcontractors across all sites and many redeploying workers to other projects.
414. Some photos taken during the PIA are at **Annexure GN-93, pages 373 to 376** of the Bundle.
415. During this period and from July to December 2024, the CFMEU is also alleged to have interfered with and attempted to disrupt the process of workers voting on new EBAs.
416. A timeline of enterprise bargaining and industrial action is at **Annexure GN-94, pages 377 to 380** of the Bundle.

Impact of Disruption Timed to Specific Critical Works

417. Disruption caused by the CFMEU during critical, time-sensitive construction operations — such as crane lifts, canopy installations, and large-volume concrete pours — has had a significant and compounding impact on both Project delivery and operational efficiency, resulting in financial and program impacts to the Project.
418. These disruptions, attributable to CFMEU-related industrial action and on-site interference, led to a cascade of adverse effects, including:
- (a) construction rework and material degradation, particularly where activities such as concrete pours were interrupted mid-process. In several cases, this resulted in the formation of cold joints, requiring partial demolition and re-pouring to meet structural and safety standards;
 - (b) increased safety and quality control risks, as stop-start activity introduced inconsistencies in workmanship and complicated site coordination. Scheduled inspections, subcontractor sequencing, and permit dependencies were all affected; and
 - (c) idle resources and wasted preparatory effort, as specialist equipment, crews, and logistics plans - often mobilised days in advance - were rendered ineffective due to last-minute stoppages or cancellations.
419. Disruption to crane lifts and concrete pours closely aligned with peak CFMEU activity periods, such as the heat campaign and the PIA in April 2024. These disruptions significantly impacted critical construction activities.
420. A graph that demonstrates the correlation between CFMEU activities and their disruptions of crane lifts and concrete pours is at **Annexure GN-95, page 381** of the Bundle.

Impacts of disrupted crane lifts – details

421. Crane lifts are critical to progressing major infrastructure projects, particularly where large-scale components, pre-cast elements, or structural steel are involved. These lifts run to complex schedules, often involving multi-disciplinary coordination across engineering, logistics, rigging crews, exclusion zones, and traffic or pedestrian management. When a lift is delayed or disrupted, even for a few hours, it can disrupt tightly sequenced activities and have knock-on effects to the program, cost, and safety outcomes.

422. The impacts of disruptions to crane lift can be categorised into four categories:

(a) Structural and Installation Impacts

- *Delayed Installation of Critical Elements:*

Cranes are often used to install elements that must be placed in sequence, such as structural steel beams, pre-cast panels, or mechanical units. A disruption can create gaps in the structure, preventing downstream work such as bracing, bolting, or slab placement.

- *Increased Handling and Damage Risk:*

When scheduled lifts are aborted or postponed, materials may need to be returned to laydown areas or stored temporarily - raising the risk of damage to the materials, especially to delicate or high-value elements like façade panels, precast stair units, or plant.

(b) Program and Scheduling Impacts

- *Delay to Critical Path Activities:*

Many crane lifts are directly on the critical path, meaning their delay prevents subsequent work from proceeding (e.g. structural assembly, mechanical rough-in, façade sealing). This often creates a domino effect of cascading delays to other trades.

- *Lost Lift Windows and Re-Sequencing Issues:*

Lifts are frequently tied to traffic permits, exclusion zones, or road closures. A cancelled lift may not be able to be rebooked for days or weeks due to restrictions, heightening the overall program risk and requiring resequencing of work areas.

- *Remobilisation Requirements:*

Once a lift is cancelled, rigging teams, spotters, crane crews, and support trades (e.g. electrical isolation teams) must often be stood down and rebooked - resulting in increased scheduling complexity and further inefficiencies.

(c) Cost and Resource Impacts

- *Idle Plant and Crew Charges:*

Standby or cancellation fees for mobile cranes, tower cranes, riggers, and related subcontractors can be substantial -especially if the lift is aborted after mobilisation has commenced.

- *Storage and Handling Costs:*

Where components cannot be lifted into position, additional costs may arise for temporary storage, double handling, security, and space allocation - especially on tight or inner-city construction sites with limited laydown areas.

- *Increased Safety Risk and Supervision Requirements:*

Rescheduled lifts often occur under less favourable conditions (e.g. compressed timelines, reduced lighting, increased congestion), requiring elevated supervision and control measures to manage cumulative site risk.

(d) Rework and Technical Coordination

- *Engineering and Design Adjustments:*

If the sequence of lifts changes, temporary works designs may need to be reviewed, and alternate rigging plans developed. This adds strain to engineering resources and may involve extra certification and inspections.

- *Quality Assurance Re-Checks:*

Aborted lifts involving partially installed elements (e.g. partially bolted beams) may require re-verification, torque testing, or repeat inspections, adding unplanned QA workload and potential compliance risk.

Summary of Crane Lift Disruptions

423. Between July 2022 and August 2024, I am aware that at least 14 planned crane lifts, which required complex coordination of permits, rigging crews, and traffic management, were disrupted due to (at least in part) CFMEU related action, some of which were not under PIA. These activities require precise coordination, including rigging crews, traffic management, exclusion zones, and permits. The cancellations caused not only direct delays but also disrupted the critical path of structural steel and prefabricated element installations.
424. A table describing these 14 incidents is at **Annexure GN-96, page 382** of the Bundle.
425. In addition, there were other crane lift disruptions in July and August 2024.
426. A table recording these incidents is at **Annexure GN-97, page 383** of the Bundle.

Crane lift example – Roma Street canopy July 2024

427. A crane was scheduled to lift the first module of the Roma Street canopy (the initial roof section) in early July 2024. This coincided with the period of PIA by the CFMEU.
428. The lift was rescheduled at least five times due to CFMEU activity, as well as wet weather on some occasions. It was noted that when the CFMEU became aware of the scheduled lift, their presence at the Roma Street site entrances increased, resulting in vehicles being blocked from entering the site or activities interrupting the lift.
429. The module was eventually lifted into place on 21 August 2024, following a delay of nearly two months. This affected the timing for installing the remainder of the canopy and subsequently influenced the schedule for other works across the site.

Crane lift example – Woolloongabba canopy November 2024

430. I am advised that on a separate occasion on 15 November 2024, two CFMEU representatives disrupted a crane lift at the Woolloongabba site.
431. The CFMEU representatives entered at about 3am and raised several safety related matters. The station's canopy was scheduled to be lifted into place at approximately 4am.

It was determined upon review of the safety matters raised by the CFMEU representatives that it was safe to proceed with the works. Following this determination, however, the CFMEU representatives walked into the lift exclusion zone, breaching critical safety protocols, which prevented the lift from proceeding. The CFMEU representatives did not leave the exclusion zone when requested by the Delivery Partner's site management, following which the site team contacted the QPS for assistance. The CFMEU representatives were reported to have left shortly after they were told that the QPS had been contacted.

432. A copy of a photo of the two CFMEU officials allegedly standing in the exclusion zone is at **Annexure GN-98, page 384** of the Bundle.
433. Once the CFMEU representatives left the exclusion zone area, the canopy lift was able to occur successfully and safely with appropriately qualified personnel.
434. I understand that the CFMEU issued a statement to media appearing to claim that workers were not properly trained and "rather than make the work area safe, the Delivery Partner called the police on the CFMEU representatives and proceeded with the work anyway".
435. A copy of the relevant news article is at **Annexure GN-99, page 385** of the Bundle.

Impacts of interrupted concrete pours – details

436. Concrete pours on major infrastructure projects are often scheduled weeks in advance, involving detailed coordination of logistics, crane allocations, workforce rosters, and at times traffic management arrangements. A delay – even of just a few hours – can create multi-day ripple effects across the delivery program, especially when the pour is on the project's critical path, in the following ways:

(a) Structural Impacts

- *Cold Joints:*

When a pour is interrupted after partial placement, the concrete already in place may begin to set before the remaining volume is poured. This results in cold joints - structural discontinuities that can weaken the integrity of the element and require remediation or reinforcement to meet engineering standards.

- *Loss of Structural Continuity:*

Many pours are designed to be monolithic, where uninterrupted placement is essential for performance. A delay can compromise the designed load path, reducing the strength or durability of the structure and requiring design reassessment or rework.

(b) Program and Scheduling Impacts

- *Disruption to Critical Path Activities:*

Concrete works frequently underpin other key activities, such as form stripping, steel fixing, vertical element erection, or service penetrations. Any delay can cascade, holding up multiple trades and causing cumulative delays across interdependent tasks.

- *Remobilisation Requirements:*

When pours are cancelled or postponed, labour and specialist contractors (e.g. concrete pump operators, traffic controllers) may need to be stood down and rescheduled, often resulting in further inefficiencies and delays.

- *Weather Risk Exposure:*

Lost pour windows can push work into periods of unfavourable weather (e.g. high rain or heat), which may further delay execution or compromise placement quality, requiring adjustments to pour methodology or increased risk mitigation.

(c) Cost and Resource Impacts

- *Idle Labour and Equipment Costs:*

Pour cancellations at short notice can lead to significant sunk costs, including standby charges for pump trucks, crane crews, batching plants, and formwork teams, as well as associated subcontractor claims for lost time.

- *Wasted Materials and Disposal Costs:*

Concrete that has already been batched and dispatched may no longer be usable, leading to wastage and disposal costs - and, in some cases, penalties under supply contracts.

- *Rework and Quality Assurance Costs:*

If an interrupted pour proceeds, it may later require demolition and rework to address issues like cold joints, surface defects, or inadequate compaction - incurring additional labour, materials, and QA oversight.

Summary of Concrete Pour Disruptions

437. Between July 2022 and August 2024, I am advised that there were at least 12 scheduled concrete pours required for the Project which were disrupted (at least in part) due to CFMEU activity, a portion of which were not under PIA. These disruptions created structural risk, increased rework and increased program delays.
438. Each pour involved the coordination of multiple subcontractors, concrete pump crews, and safety personnel. Interruptions to these pours significantly impacted structural continuity and contributed to increased rework and quality assurance costs.
439. These repeated disruptions undermined the reliability of scheduled works, inflated project contingency consumption, and reduced contractor productivity.
440. The cumulative effect has been a measurable contribution to both Project delays and increased cost exposure directly presented by these disruptions but also indirectly through changes to sequencing and other consequential impacts.
441. A table detailing these disruptions is at **Annexure GN-100, page 386** of the Bundle.

Concrete Pour Example – Albert Street May 2023

442. I am aware that on 24 May 2023, as part of wider protest activity, "CFMEU supporters" gathered outside the Albert Street Project site, causing a scheduled concrete pour to be

abandoned. I understand that a group of Project site workers and the CFMEU supporters was seen cheering and clapping as the concrete truck departed site.

443. A photo of the CFMEU supporters gathered around as the concrete truck leaves the Albert Street site on 24 May 2023 is at **Annexure GN-101, page 387** of the Bundle.

Exercise of Health and Safety Powers

444. The Delivery Authority welcomes robust oversight from safety regulators and acknowledges that the issuing of regulatory notices by WHSQ demonstrates that the system is functioning as it should.

445. However, the inappropriate use of HSR authority can erode genuine safety culture and can count also to a general lack of motivation or moral on site.

446. Between July 2023 and December 2024, I am advised that a total of 58 work stoppages were initiated by HSRs across various Project sites.

447. It is the Delivery Authority's understanding and I am advised that a significant portion of these stoppages lacked clear or substantiated basis under the applicable legislative framework.

448. I am advised that such stoppages were later overturned or resolved without requiring corrective action, indicating that the original safety rationale may not have constituted a serious or immediate risk.

449. I am also advised that 26 of the 58 stoppages were categorised by the CCO of the Delivery Authority as "major disruptions".

450. A table kept by the CCO that details and categorises these stoppages is at **Annexure GN-102, page 388** of the Bundle.

451. I am advised and I understand that the impact on productivity of any such work stoppage includes:

- (a) interruption of critical-path activities, requiring demobilisation and remobilisation of high-cost plant, subcontractors, and labour; and
- (b) ripple effects on subcontractor scheduling and project delivery timelines.

Stoppages Example – Boggo Road 22 November 2023

452. On 21 November 2023, HSRs at the Boggo Road site requested a review of traffic management, alleging non-compliance by a Delivery Partner. On 22 November 2023, a HSR audit led to the full cancellation of a scheduled concrete pour and associated deliveries. WHSQ and the CFMEU attended site that day and directed workers to return to crib rooms. However, I am aware that the WHSQ review did not identify any traffic management non-compliance.

Stoppages Example – Boggo Road 14 December 2023

453. I am aware that HSRs directed that all traffic controllers at the Boggo Road site be re-inducted into their Safe Work Method Statements on 14 December 2023 following an incident in which an Altus traffic controller was observed using a mobile phone while directing traffic. HSRs subsequently directed the closure of site gates, halting deliveries and resulting in the cancellation and rescheduling of a slab concrete pour on 13–15 December 2022. The CFMEU attempted to attend a meeting at the Altus offices with the

worker, however I am advised that, due to their behaviour, the QPS was called to remove the CFMEU representative.

Stoppages Example – Multiple sites 5 February 2024

454. I am aware that HSRs and union officials led disruptions across multiple Project sites in relation to heat management arrangements, with a number of workers attending in non-compliant PPE and being directed back to crib rooms and sheds pending a review of the heat management Safe Work Method Statement. Disruptions continued the following day while the CFMEU awaited the outcome of a meeting with the Delivery Partner, which maintained that workers in improper PPE would not be permitted to work. Workers remained in crib rooms on 5 February 2024, partial works occurred over the following days and full work resumed on 8 February 2024.

Correlation between Stoppages and Overall CFMEU Activity

455. I am advised that the two highest peaks in health and safety related stoppages on the Project align with increased overall CFMEU activity on Project sites, such as the PIA. This information appears to suggest that health and safety stoppages may have been premeditated and part of a wider campaign to disrupt work on the Project.
456. A graph that supports this correlation is at **Annexure GN-103, page 389** of the Bundle.

Overall Impact of Misinformation and Media Campaign

457. Throughout the delivery of the Project, I am aware that the CFMEU engaged in sustained media and social media campaigns targeting the Project and making health or safety related claims often premised on allegations that were either overstated or unfounded.

Triggering Unnecessary Work Stoppages

458. In multiple instances, I am advised that inaccurate public statements led to unplanned site evacuations or worker refusals to enter affected areas.
459. Despite subsequent investigations confirming there were no safety breaches, I am advised that these interruptions caused critical path activities to halt, particularly during high-risk operations such as crane lifts and large concrete pours, resulting in significant downtime, program delays, and re-sequencing challenges.
460. An example of this was on 18 June 2021 when approximately 30 workers at the Woolloongabba site downed tools following CFMEU claims of silica dust being released from tunnel boring machine spoil conveyors. A subsequent WHSQ investigation found there were no safety breaches, allowing work to resume on 21 June 2021.

Undermining Workforce Confidence and Stability

461. I understand that the publication of incorrect information via social media and news outlets contributed to the creation of uncertainty among the Project workforce.
462. I am advised that anecdotal feedback from Project site managers at the time indicated that this uncertainty reduced morale and led to hesitancy in performing tasks, particularly in safety-sensitive environments.
463. Despite many of the safety claims being made by the CFMEU later being identified to be unfounded or incorrect, the emotional impact on the workforce had already occurred and appeared to carry over into a general hesitancy to perform certain works.

Diverting Management and Regulatory Resource

464. I am advised that each media-triggered disruption required immediate response and investigation from both the relevant Delivery Partner and safety regulators. While the Delivery Authority encourages legitimate complaints that relate to safety and workplace matters, some of these claims appeared to lack a legitimate basis.
465. It appeared that this diverted leadership, safety, and engineering resources away from Project delivery, consuming valuable time and delaying operational decision-making.
466. Examples of where public claims or statements by the CFMEU had to be investigated only to be ascertained as unfounded includes the alleged silica dust risks at Woolloongabba in June and July 2021, asbestos exposure claims at Roma Street in March 2024 and allegations in relation to improper heat management in January 2024.

Damaging Contractor and Project Reputation

467. I am advised and am aware that the publication of incorrect information had a long-term impact on the Project's reputation -particularly with subcontractors, external stakeholders, and future workforce recruits.
468. Over time, Project Delivery contractors reported difficulty in engaging or retaining specialist labour due to perceived site risks that did not exist. This indirectly hampered resource availability and contributed to further Project delays.

Examples of Media Campaigns which led to Disruption

Albert Street – 3 February 2020

469. The CFMEU issued a media release alleging an asbestos risk at the Albert Street site. Investigations by relevant authorities and the Delivery Partner confirmed no asbestos was present, and there was no risk to workers.
470. The public statement appeared to have caused reputational concerns and unnecessary alarm among workers and was a clear instance of the CFMEU distributing incorrect information publicly.

Roma Street – 18 July 2022

471. I am aware that during public commentary about dust hazards, the CFMEU claimed that WHSQ had issued an evacuation order at the Roma Street site.
472. I am advised that this was not the case as WHSQ confirmed no such order had been given. The misinformation disrupted a scheduled concrete pour, resulting in major delays and cost implications.

Roma Street – 20 July 2022

473. I am aware that the CFMEU publicly stated that WHSQ had "put CPB on notice" regarding health and safety breaches related to dust. I am advised that WHSQ later confirmed that no such formal notice had been issued.

Correlation between Media Campaigns and Union Activity

474. Between September 2019 and January 2024, I am advised that the CFMEU issued at least 40 media statements or social media posts relating to the Project, many of which

included false or misleading safety claims that triggered unnecessary work stoppages and undermined worker safety.

475. A table that details each of these statements or posts is at **Annexure GN-104, pages 390 to 391** of the Bundle.
476. The Delivery Authority observed that CFMEU media and misinformation campaigns often coincided with increased CFMEU activity generally on Project sites.
477. A graph demonstrating the correlation between media campaigns and general CFMEU activity on the Project is at **Annexure GN-105, page 392** of the Bundle.

Summary of CFMEU Impacts on Productivity

478. On the basis of the above information, and noting the considerations I have referenced in identifying what constitutes "productivity" in the context of this Statement, it appears that CFMEU conduct and behaviour has had a material adverse impact on Project timeframes and costs and in this connection, a material adverse impact on productivity. More specifically, there are four categories of impact:

(a) Operational Impact

- delays in Project Timelines: work stoppages halt operations, pushing back deadlines;
- reduced Output: lower workforce availability or slowdowns reduce productivity;
- interrupted Workflows: disruptions break the flow of operations, requiring time to regain momentum; and
- supply Chain Delays: logistics, transport, or key supplier disruptions ripple through the supply chain.

(b) Financial Impact

- increased Operational Costs, including cost for temporary replacements and cost of developing contingency plans;
- lost Revenue: delays and missed deadlines leading to loss of contracts;
- legal and Compliance Costs: navigating industrial relations disputes requiring legal intervention or regulatory engagement; and
- increased Costs: subcontractors reluctant to bid for work, bid at high price, and include additional risk costs due to potential industrial disruption.

(c) Workforce Impact

- lower Morale Among Non-Striking Employees: tension or divided loyalties harm site cohesion;
- increased Absenteeism: stress or disengagement causing higher rates of absenteeism or reduced performance;
- disruption of Management Focus: leadership attention diverted from strategic goals to dispute resolution; and

- gaps in workforce: workers redeployed to other projects as a result of disruptions to work and incomplete trades.

(d) Reputational Impact

- reputational Damage: media coverage or public campaigns affecting perception;
- erosion of Trust: conflict between union and management damaging long-term working relationships;
- spread of Misinformation, which fuels uncertainty or unrest; and
- Loss of subcontractor appetite: subcontractors would be put off tendering for work.

Impact on Project Delivery Over Time

479. The CFMEU behaviour described in this Statement has contributed to longer term delays to the delivery of the Project in ways that extend well beyond the specific and short to medium term setbacks detailed above.

480. I have identified the following case studies to illustrate a more longitudinal impact of CFMEU-led disruptions on the Project program. Each case study demonstrates how the CFMEU's sustained interference with the Project has contributed to immediate delays and enduring complications that have influenced broader works programs and led ultimately to a significant delay in completion of construction of the Project.

481. In some instances, I understand that the case studies note that, once the CFMEU was placed in administration in August 2024, this led to a dramatic reduction in interference with Project works, with productivity restored, and major elements of station construction began to be completed either on time or ahead of schedule.

482. The case studies in summary show the role CFMEU disruption has played in:

- (a) a 24-month delay in completion Slip form and Jump form works at Albert Street;
- (b) a 19-month delay in completion of the Form Reinforce Pour (FRP) super structure at Boggo Road; and
- (c) a 20-month delay in completion of a critical headwall structure at Woolloongabba.

483. Overall, these case studies support the position that CFMEU activities have contributed to long term delays in the delivery of the Project overall.

Albert Street Case Study

484. This case study shows how CFMEU conduct and behaviour specific to the Albert St worksite from 2022 to 2025 compounded and contributed to a 24-month delay in completion of Slip Form and Jump Form works required to complete Albert Street station box and station services building.

485. Disruptions to works in this time scale included:

- (a) the interruption of 8 concrete pours;

- (b) the interruption of 3 crane lifts;
- (c) 20+ prolonged work stoppages, based on claimed safety issues; and
- (d) general targeting/disrupting of sub-contractor companies.

Productivity Lost

486. Each of these disruptions would typically lead to:

- (a) anywhere from 60 to 130 workers having to be either stood down or re-assigned;
- (b) 1 or 2 days of immediate and short-term lost construction; and
- (c) anywhere from 1 to 4 weeks of work having to be rescheduled.

487. The individual disruptions listed are examples only and not an exhaustive list.

488. These disruptions contributed to a longer-term delay in completing Slip Form and Jump Form works, where:

- (a) the construction of the reinforced station box walls that line the below-ground station structure (i.e. Slip Form) that was originally scheduled to take 8 months, instead took 15 months; and
- (b) early construction of the above ground services building directly behind the station entrance (i.e. Jump Form) that was originally scheduled to take 7 months, instead took 26 months.

Productivity Restored

489. For the remaining Jump Form works taking place after the CFMEU was placed in administration in August 2024, construction that was forecast to take 12 months was completed one month early and in just 11 months.

490. A diagram that demonstrated the disruptions that contributed to the delays at the Albert Street site is at **Annexure GN-106, page 393** of the Bundle.

491. A table detailing the disruptions on the Albert Street site is at **Annexure GN-107, pages 394 to 395** of the Bundle.

Boggo Road Case Study

492. This case study reflects how CFMEU conduct and behaviour specific to the Boggo Road worksite from April 2022 to 11 April 2025 compounded and contributed to a 19-month delay in completion of the Form Reinforce Pour (FRP) super structure works required to complete the Boggo Road main station box.

493. I am advised that disruptions to works in this time scale included:

- (a) the interruption of 3 concrete pours;
- (b) the interruption of 1 crane lift;
- (c) 11 prolonged work stoppages based on claimed safety issues; and
- (d) general targeting/disrupting sub-contractor companies.

Productivity Lost

494. I am also advised that each of these disruptions would typically lead to:
- (a) anywhere from 120 to 140 workers having to be either stood down or re-assigned;
 - (b) shifts having to be cancelled or foreshortened;
 - (c) as much as 8 days of immediate and short-term lost construction; and
 - (d) anywhere from 1 to 5 weeks of work to having to be rescheduled.
495. The individual disruptions listed are examples only and not an exhaustive list.
496. I am advised that these disruptions contributed to a longer-term delay in completing Slip Form and Jump Form works, where construction stages that were originally scheduled to take 16 months instead took 35 months, including a 7-month delay in installation of the station's main 'Super T' support columns.

Productivity Restored

497. For the remaining Super Structure works taking place after the CFMEU was placed in administration in August 2024, construction that was due to take a remaining 7 months was completed one month later and in just 8 months.
498. A diagram demonstrating the disruptions that contributed to the delays at the Boggo Road site is at **Exhibit GN-108, page 396** of the Bundle.
499. A table detailing the disruptions on the Boggo Road site is at **Exhibit GN-109, pages 397 to 398** of the Bundle.

Woolloongabba Case Study

500. This case study reflects how CFMEU conduct and behaviour specific to the Woolloongabba worksite from July 2022 to February 2025 compounded and contributed to a 20-month delay in completion of the station's critical Head Wall.
501. I am advised that disruptions to works in this time scale included:
- (a) the interruption of 3 separate crane lifts;
 - (b) at least 14 instances of prolonged work stoppages based on claimed safety issues; and
 - (c) at least 4 instances of CFMEU representatives directing workers to leave site.

Productivity Lost

502. I am also advised that each of these disruptions would typically lead to:
- (a) as many as 200 workers leaving site or having to be re-assigned;
 - (b) shifts having to be cancelled or foreshortened;
 - (c) 1-2 days of immediate and short term lost construction for each disruption; and

(d) anywhere from 1 to 4 weeks of work having to be rescheduled.

503. The individual disruptions listed are examples only and not an exhaustive list.

504. I am advised that these disruptions contributed to a longer-term delay in completing the station's head wall, where construction stages that were originally scheduled to take 11 months, instead took 31 months.

Productivity Restored

505. I am advised that for the remaining Head Wall works taking place after the CFMEU was placed in administration in August 2024, construction that was due to take a remaining 7 months was completed one month earlier and in just 6 months.

506. A diagram demonstrating the disruptions that contributed to the delays at the Woolloongabba site is at **Exhibit GN-110, page 399** of the Bundle.

507. A table detailing the disruptions on the Woolloongabba site is at **Exhibit GN-111, pages 400 to 401** of the Bundle.

Budget

508. The Project's budget was first prepared and appeared in Budget Paper 3 Capital Statement for the 2016-2017 financial year with a limited scope. It was set at \$50 million to cover the following:

- (a) environmental impact approvals;
- (b) the establishment of the Delivery Authority;
- (c) commencement of scoping of value share opportunities;
- (d) early works; and
- (e) pre-procurement activities.

509. I understand that, at that time, it was forecasted the Project itself would cost \$5 billion.

510. The Budget Paper 3 Capital Statement for the 2017-2018 financial year confirmed that the Government then committed to fully fund and deliver the Project, resulting in an allocation of \$5.409 billion for its delivery.

511. In Budget Paper 3 Capital Statement the budget increased in the 2019-2020 financial year, due to the required inclusion of a private finance component amounting to \$1.479 billion, raising the total Project budget to \$6.888 billion.

512. In Budget Paper 3 Capital Statement for the 2023-2024, the budget was increased to \$7.85 billion (including private finance).

513. In the 2025-2026 financial year, the budget was increased to be \$9.83 billion (including private finance).

514. The above-mentioned budget increases are broadly due to the following factors:

- (a) protracted industrial actions;

- (b) effects of the COVID-19 pandemic which impacted material costs and productivity on site;
- (c) supply chain disruptions;
- (d) hyper escalation in construction costs, including, for example, gravel, concrete, fuel, and steel reinforcing;
- (e) ongoing wet weather and localised flooding; and
- (f) Delivery Partner underestimation of the challenges of the complexity of the Project.

August 2024 Document

515. I now address briefly the August 2024 Document.
516. In August 2024, the TSD Delivery Partner provided a without prejudice and commercial in confidence document in relation to the financial position of the TSD package of works. In that document, it was claimed that the activities of the CFMEU had caused the TSD Delivery Partner to incur an estimated \$580m of additional costs for delivering the TSD package of works.
517. The negotiations that took place following the submission of that document, and the outcome of those negotiations, are commercial in confidence. I am not to be taken as giving any evidence as to whether the Delivery Authority did, or did not, accept this claim, or any other claim made by the TSD Delivery Partner.

Timetable

518. The original expected date for completion of the Project was 2024, prior to tender.
519. On appointment of Delivery Partners for the Project, this was amended to 2025. In 2023, the expected date for completion was further amended to 2026.
520. The current expected date for completion of the Project is 2029.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1867* (Qld).

Signed and declared by the abovenamed declarant at Brisbane in the State of Queensland this 9th day of March 2026
Before me:



Signature of person before whom the declaration is made

Eleanor Louise Dickens

Full name and qualification of person before whom the declaration is made *Solicitor Supreme Court QLD.*



Signature of declarant

GRAEME NEWTON

Commission of Inquiry into the CFMEU

and Misconduct in the Construction Industry

Bundle of Documents to
Statement of Graeme Newton

Graeme Newton



Mobile: [REDACTED]

Email: [REDACTED]

My experience includes **more than 20 years experience as a CEO/Senior Executive** and I am known for my leadership of large-scale infrastructure projects, strategic thinking and delivery-oriented approach. I am a highly qualified and experienced executive leader with a global view and a proven background in delivery among complexity, with key strengths in strategy, transformation and building high performing teams.

I have held multiple CEO level roles that have seen me responsible for the delivery of a wide variety of large, complex and high profile infrastructure projects. These achievements have been acknowledged in government and the private sector, including a National Award for Excellence.

Key skills include:

- Strategic planning, insight and vision
- Leadership, motivation, team building and performance enhancement
- Complex and technical issues management
- Extensive knowledge of major complex project delivery
- Market strategy formulation and implementation
- Complex contract negotiation, PPP negotiation, innovative financial models
- Risk amelioration, contingency planning and opportunity identification
- Extensive media, government, community and stakeholder management
- Corporate governance, Board reporting, Shareholder reporting
- 2012 QUT Outstanding Alumni Award – Engineering and Science Faculty

Global Recognition:

*"What you have here is absolutely marvellous, especially the quick response to the catastrophe, and also in the way you have institutionally put together the Queensland Reconstruction Authority. What you have done is world's best practice."- **World Bank - Country Director, Ferid Belhaj***

Professional Experience

CROSS RIVER RAIL DELIVERY AUTHORITY

Chief Executive Officer

June 2017 - Present

Background:

- Appointed CEO to lead the delivery of Queensland's largest and most complex infrastructure project.
- Led and built early momentum, while challenging assumptions to accelerate the early works, market engagement, EOI/RFP and delivery strategy.
- Redefining the organizational strategic approach, establishing a delivery oriented executive leadership team and installing more effective operational and governance arrangements.
- Establishing effective working relationships with the Premier's and Minister's offices, the Board, other key agencies (such as Queensland Rail, DTMR), and other major stakeholders (including BCC, development community, infrastructure industry groups, and PPP providers).
- Driven the attainment of approvals by **Queensland's Coordinator-General**.
- Contracts to achieve enhanced economic development opportunities, and market engagement.
- Oversaw procurement for the three major contracts to the value of over **\$17 Billion** including, Tunnel & Station Development (**PPP**), Rail and Systems Alliance (**Competitive Alliance**), European Train Control Systems (**Hybrid model**), multiple stabling yards, track realignment, and new surface stations from north of Brisbane to the Gold Coast.
- Driven works commenment and strategic relationship management between all parties at highest levels within Government, financiers, contractors, designers, technical specialists
- Works at an advanced stage, with **2000+** workforce on site and design, and **400+** subcontractors
- Overcome challenges of COVID, major industrial relations disruptions, hyper-escalation and complex commercial negotiations to reset the program and maintain project momentum
- Leading the strategic industry engagement for the **Station Precinct Delivery Strategy** for the \$20Bn, 20+ year development strategy on the land surrounding the underground stations.

DELOITTE AUSTRALIA

Lead Partner, Queensland Government

September 2014 - June 2017

Background:

- Deloitte's Lead Partner for the Queensland Government with a national focus on infrastructure and major capital projects.
- Relevant engagements include, strategic policy advice for the **Department of Infrastructure, Local Government and Planning** capital works program, **Department of Transport and Main Roads**, **Queensland Rail** recovery strategy, the **Australian Attorney-General's Department**, a panel member on the Gateway Review of the Strategic Business Case for the Hawkesbury-Nepean Flood Study for **Infrastructure NSW**, and Chairman of the Project Steering Group for the Warragamba Dam augmentation for **Infrastructure NSW**.
- Other relevant engagements include, the provision of strategic and operational leadership advice to the Directors-General and leadership teams of the **Department of Infrastructure, Local Government and Planning** and the organisational redesign of the **Queensland Department of Fire and Emergency Services** and the **Department of National Parks, Sport and Racing**.

QUEENSLAND RECONSTRUCTION AUTHORITY

Chief Executive Officer

January 2011 - September 2014

Background:

- Appointed by the Premier of Queensland to lead the recovery task required as a result of the significant natural disasters in early 2011. Continued in the role after change of government in 2012.
- Led by setting the vision and strategy for the progression of **over \$14 billion** in projects, including the **major roads, water, aviation, pipelines, rail, and social infrastructure**.
- Establish a detailed program and delivery strategy for damaged essential public infrastructure, working in partnership with project delivery partners.
- Report directly to the Premier and Authority Board. Also, responsible for provision of expert advice to the Deputy Premier, Treasurer, Ministers and other Director's-General.
- Brief and lead response initiatives of the Prime Minister's Business Round Table.
- Lead the strategic/governance engagement to allow Reconstruction Projects to proceed without delay.
- Land use strategies such as Grantham relocation, state-flood plain management plans, along with significant private and corporate donations and enhanced data collection are all new initiatives that the Authority is leading.
- Accelerate the reinstatement of private infrastructure through the powers of the Authority for key economic sectors of coal and CSG/LNG sector, ports, agriculture access facilities, and tourism.

DEPARTMENT OF INFRASTRUCTURE & PLANNING

Director-General and Co-ordinator-General

August 2010 - January 2011

Background:

- Responsible for leading the major infrastructure, investments, planning and project delivery for Queensland as a key decision maker, including the responsibility for:
 - delivering what was at the time the largest infrastructure program in Queensland's history including CSG and major mining projects
 - assessing and approval of mega-resource projects in **gas, power, rail, port, coal, minerals, transport and mining sectors**
 - lead planning, building and major property development and infrastructure approvals
 - **major complex public infrastructure projects**, including **Airport Link PPP** and **Legacy Way PPP**
- As Director-General, the key priorities were to –
 - plan, coordinate and deliver key infrastructure for economic, environmental and social development
 - plan sustainable and dynamic urban and regional communities
 - facilitate major private sector and public infrastructure projects
 - plan, secure and manage land supply for urban, industrial and economic development
 - foster capable, sustainable and accountable local governments, and
 - strengthen a professional ethical and high performance organisation that values and nurtures its employees.
- Appointed as **Coordinator-General** under the *State Development and Public Works Organisation Act 1971* with wide ranging powers to deliver large scale projects and developments.

QUEENSLAND WATER INFRASTRUCTURE (Government owned SPV)

Chief Executive Officer

April 2006 - July 2010

Background:

- QWI was established in response to the need to rapidly deliver water infrastructure in the face of prolonged drought conditions.
- The company was responsible for a **\$2 Billion** program to attain approvals, undertaking preconstruction preparations and oversee the construction of infrastructure projects, including major dams, a weir, an off-stream storage, major road relocations, pipeline and other infrastructure works.

STANWELL CORPORATION LTD

Major Program Director - Stanwell Gas Peaking Power Station Project

June 2005 - April 2006

Background:

- Lead a team of multi-disciplinary professionals to attain environmental approval, off-take agreement, network connection, and construction contract negotiation.
- The **\$400M** project included complex contract negotiations with gas suppliers, grid connections, generator manufacturers, and multiple government agencies.

BURNETT WATER INFRASTRUCTURE

(Government owned SPV)

General Manager | Company Secretary

June 2001 - June 2005

Background:

- Burnett Water Infrastructure was established to obtain the approvals, undertake preconstruction preparations and oversee the construction of **\$500M** strategic infrastructure projects (a major dam and four weirs).
- These projects were delivered via one of the first Competitive Alliance Models of procurement and delivery.

OFFICE OF THE COORDINATOR-GENERAL

Director, State Infrastructure Plan Taskforce

October 1999 - June 2001

Background:

- Project managed the development of the strategy for the first infrastructure plan for Queensland, which assessed infrastructure needs and demands across the state.
- Detailed assessment of both major infrastructure and resource industry opportunities and associated infrastructure limitations, identifying key infrastructure needs for the Queensland.

Earlier Work

Multiple positions that provided solid grounding for future senior executive roles

1991 - 2001

- Regional Development Director, Sunshine Coast
- General Manager, Economic Development, North East NSW
- Business Development Executive, OED Brisbane
- Private sector consultancy as Project Manager, Brisbane

Other leadership roles

GOVERNMENT HOUSE, QUEENSLAND

Aide-de-Camp to the Governor of Queensland

Jan 1993 - Feb 1994

- Principal personal assistant to the Governor
- Hosting visiting dignitaries, Heads of State, Ambassadors, High Commissioners, political, senior government & business leaders

AUSTRALIAN ARMY RESERVE

Captain in the Infantry

Apr 1991 - Feb 1995

- Awarded the Sword of Honour for Most Outstanding Graduate

International and Other Appointments

2024 – present: John Grill Institute for Project Leadership – Board member – The University of Sydney Faculty of Engineering

2017 – present: Roads Australia – Mentor – Emerging Leaders program

2015-2021: St Joseph's College, Gregory Terrace – Chairman & Board member – College Board

2013-2015: World Bank – Member Technical Advisory Panel - Global Facility of Disaster Risk Reduction (GFDRR)

2015- 2017: United Nations International Strategy for Disaster Risk Reduction (UNISDR) – Board Member - Private Sector Alliance for Disaster Resilient Societies (ARISE)

2017- 2018: National Research Centre for Sustainable Built Environment – Chairman - Project Control Group – Resilient Buildings

Education

Tertiary/Post Graduate:

- 2006 Graduate, Company Directors' Course**
Australian Institute of Company Directors
Melbourne, Victoria
- 2002 Master of Business Administration (Project Management)**
Queensland University of Technology
Brisbane, Queensland
- 1996 Graduate Certificate in Project Management**
Queensland University of Technology
Brisbane, Queensland
- 1991 Bachelor of Applied Science - Surveying**
Queensland University of Technology
Brisbane, Queensland

Other:

- 2013** Planning Institute of Aust. – Excellence in Planning (QRA), and Planning Champion (Individual) Awards
 - 2012** QUT Outstanding Alumni Award – Engineering and Science Faculty
 - 2006** Graduate Member – Australian Institute of Company Directors
 - 2003** Institute of Company Secretaries, Company Secretaries Course
-

Position Description

Position Details:

Position Title:	Chief Executive Officer
Division:	Cross River Rail Delivery Authority
Reports To:	Cross River Rail Delivery Board
Direct Reports:	Executive Leadership Team
Location:	Brisbane
Employment Status:	Permanent, full time

You must be an Australian Citizen, Permanent Resident or hold a valid work permit or visa.

Significant Stakeholder Relationships:	The Chief Executive Officer of the Authority will be supported by the Cross River Rail Delivery Board.
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The Cross River Rail Project:

In June 2017 the Queensland Government committed full funding to build the \$5.4 billion Cross River Rail project – a once in a generation, city and region changing project. Cross River Rail now has all the necessary state level approvals for construction, and early works are scheduled for September 2017. It's happening!

The Cross River Rail project is the Queensland Government's highest priority infrastructure project and an important part of the vision to cater for future growth, unlock economic opportunities and make Queensland a more internationally competitive state.

A 10.2 kilometre link, with 5.9 kilometres of tunnel under the Brisbane River and CBD, Cross River Rail will connect to both northern and southern rail networks, providing significant benefits to commuters from both directions. This second CBD rail river crossing will ease congestion, improve network reliability and increase accessibility to the Brisbane CBD, allowing more people to travel longer distances, with shorter journey times.

For further information visit our website at www.crossriversrail.qld.gov.au

The Cross River Rail Delivery Authority (the Authority) has been established as a statutory body under the *Cross River Rail Delivery Authority Act 2016*, as a stand-alone, fit-for-purpose entity, to deliver the Cross River Rail Project and transport-related projects.

Purpose of the role:

The Chief Executive Officer (CEO) will provide executive leadership, strategy and governance to the

Authority.

The CEO will lead the Authority in the procurement and delivery of the Cross River Rail (CRR) project to achieve optimal outcomes and support the wider economic and social benefits from the project.

Structure and staffing responsibilities:

- This position reports to the Cross River Rail Delivery Board.
- Executive Leadership Team (up to 12 members).
- The total number of internal staff is anticipated to be around 120 (not including contractors).
- \$5.4 billion project over 8 years.

Key Responsibilities:

1. Lead the procurement and delivery of the Cross River Rail project.
2. Shape the organisation's culture, structure and operations to deliver the project.
3. Engage with key stakeholders in the private and public sectors to secure funding and stimulate the market to maximise bid participation.
4. Maintain rigorous and robust bid, contract and program governance and management.
5. Manage performance and monitor compliance to ensure project delivery meets contractual obligations.

Qualifications:

Relevant qualifications in Engineering, Construction Management, Project Management, Law (applicable to construction and delivery) or similar are required. In addition, an MBA or similar post-graduate qualification would be well regarded.

Are you the right person for the job?

You will have following skills and experience:

- Chief Executive experience and proven ability in building, and rapidly scaling up, an organization.
- Leading major infrastructure projects, including oversight of bid management, program management, contract negotiation and contract management.
- Demonstrated track record practicing sound corporate and program governance and risk management.
- Understands the complexities and challenges of the Queensland infrastructure environment.
- Building and leading a high performance organisation.
- Demonstrated ability to effectively engage with and influence a broad range of stakeholders.
- Political awareness and experience providing advice.

Within the context of the responsibilities described above, the ideal applicant will be someone who can demonstrate the following key attributes:

- **Leads strategically with vision:** communicates and shares a compelling vision and sense of purpose and direction for the organisation, focuses strategically, harnesses information and

opportunities.

- **Performance through results:** builds organisational capability and responsiveness, supports a culture of achievement, steers and implements change, manages risks that impede success, inspires individual and team commitment, ensures closure and delivers intended results.
- **Cultivates collaboration and productive working relationships:** nurtures internal and external relationships, facilitates cooperation and partnerships, values individual differences and diversity, identifies, mentors and develops people.
- **Exemplifies personal drive and integrity:** demonstrates personal drive and integrity, applies sound corporate governance, engages with risk and shows personal courage, commits to action, displays resilience, demonstrates self-awareness and a commitment to personal development.
- **Communicates with influence:** navigates complex, ambiguous and political environments, communicates clearly, listens, understands and adapts to audience, negotiates persuasively.

How to apply:

All applications are to be submitted to <Name> at <Organisation name>, by COB on the closing date of <date>. If you have any queries, please contact <Name> on <telephone number> or via email at <email address>.

Please provide the following information to the panel to assess your suitability:

- Your current CV or resume, including referees.
- A cover letter, detailing at least two activities that you have been involved with that demonstrates that you possess the capabilities and attributes mentioned above in the “Are you the right person for the job?” section. Your response must be no longer than two (2) pages.

Expectations:

The Authority expects its people to contribute to the efficient and effective functioning of the organisation to meet the Authority and team strategic goals. This includes actively participating in the Performance Development and Review process; demonstrating appropriate and professional behaviour in accordance with the Authority’s Code of Conduct, Team Charter and values; providing assistance to team members if required; and undertaking other key responsibilities or activities as directed.

Other Relevant Information:

Work Health and Safety Requirements

The Authority is committed to providing a healthy and safe workplace for all our people. In realising this commitment, the Authority complies with all relevant work health and safety legislation.

Privacy Notification

The Authority requires personal information and documents relevant to your employment. The collection and handling of this information will be consistent with the requirements of relevant privacy laws.

Acceptance:

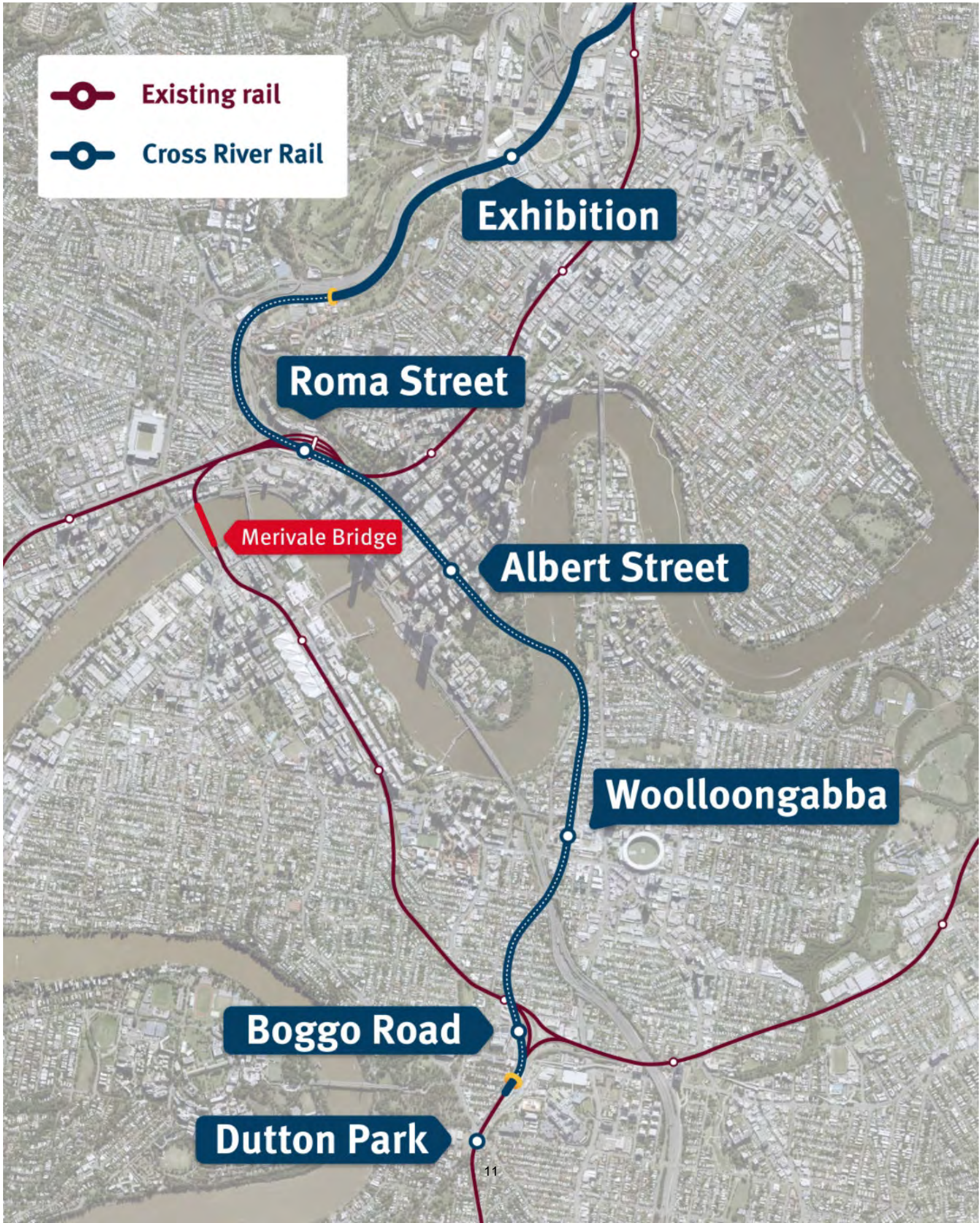
I have read and understood the requirements of the position and agree to carry out the key responsibilities to the best of my ability.

I understand that I may be required to perform other duties from time to time to fulfill the position requirements.

Name:

Signature:

Date:



Dutton Park

Boggo Road

Woolloongabba

Albert Street

Merivale Bridge

Roma Street

Exhibition

Fairfield to Salisbury



GN-4

QUEENSLAND PROCUREMENT POLICY 2018

**Queensland Procurement Policy (2018) © The State of Queensland
(Department of Housing and Public Works)**



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Administration

The application of best practice principles in clause 1.1 takes effect from 8 May 2018. The remainder of this policy takes effect from 1 June 2018. It replaces the Queensland Procurement Policy (September 2017).

Queensland Procurement Policy

Every year the Queensland Government spends billions of dollars on a wide range of goods and services to support the delivery of frontline services for Queenslanders.

This means that the procurement activities of the Queensland Government not only have a budgetary impact, but also a significant impact on local communities and the services delivered to them throughout Queensland.

Ultimately, there is a need to ensure that procurement delivers value for money for taxpayers. Value for money means more than just the lowest price. In measuring value for money it must also advance the government's economic, environmental and social objectives for the long-term wellbeing of our community. Underpinning all of this is the need for probity to remain an integral component of procurement – part of procurement culture.



Policy authority

This policy is mandated for application to budget sector agencies, government-owned corporations, statutory bodies and special purpose vehicles.

Procurement in the Queensland Government

An overview of the Queensland Government's procurement operating model and governance structure is provided at **Schedule 2**.

The Queensland Procurement Policy is the government's overarching policy for the procurement of goods and services.

It establishes a framework that maximises the benefits that can be delivered through procurement.

The policy aims to:

1. **Focus on the economic benefit to Queensland** – by applying a local benefits test for all significant procurement, and supporting secure and fair employment outcomes, and showcasing Queensland's food and beverage industry.
2. **Maximise Queensland suppliers' opportunity to participate** – by ensuring that for each procurement opportunity, at least one regional and one Queensland supplier, where possible, is invited to submit a quote or tender.
3. **Support regional and remote economies** – by allowing agencies to procure outside of whole-of-government supply arrangements for regional and remote locations.
4. **Support disadvantaged Queenslanders** – by increasing procurement with genuine, quality social enterprises.
5. **Stimulate the ICT sector and drive innovation** – by doubling the ICT pre-qualification exemption to \$1 million.

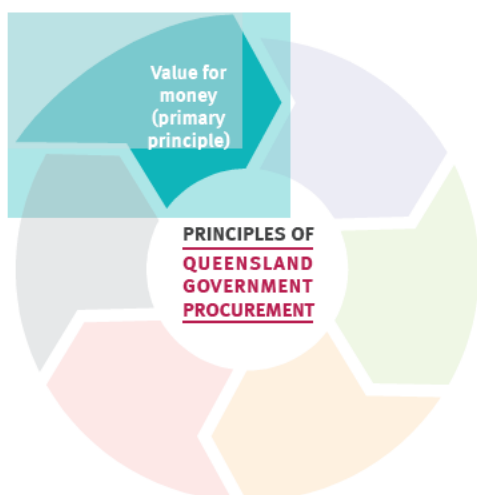
Policy principles

The Queensland Procurement Policy principles centre on:

- putting Queenslanders first when securing value for money – recognising that value for money is more than price paid
- working together to achieve outcomes – providing a flexible procurement framework based on an agency-led procurement model
- governance and planning – focusing on a category management approach with a strong governance framework and integrated planning
- leaders in procurement practice – professionalising the procurement discipline and building procurement capability
- integrity, probity and accountability – ensuring procurement is undertaken with integrity, that probity is appropriately managed, and that accountability for outcomes is maintained
- advancement of government objectives – providing the procurement framework to advance economic, environmental and social objectives.

Principles and their application

PRINCIPLE 1: PUTTING QUEENSLANDERS FIRST WHEN SECURING VALUE FOR MONEY



We drive value for money in our procurement

We pursue government targets through our procurement decisions.

We select the option that provides best value for money outcomes, pursuing economic, environmental and social objectives as well as price.

We deploy the most appropriate strategies to deliver the best procurement outcomes.

Intent

The Queensland Government is committed to ensuring value for money reflects more than just lowest price.

Government targets and commitments

Economic	<ul style="list-style-type: none"> Require the application of <i>'best practice principles'</i> for all major projects valued at \$100 million and above and declared projects, in accordance with guidance issued by the Department of Housing and Public Works and the Office of Industrial Relations. Prioritising <i>'Buy Queensland first'</i> for food and beverages at events and corporate functions. Build regions by increasing the participation of Queensland suppliers and local workforces in procurement opportunities. Require the use of local contractors and manufacturers in significant Queensland Government infrastructure projects, worth \$100 million and above, wherever possible. Increase opportunities for apprentices and trainees in significant Queensland Government infrastructure projects, worth \$100 million and above. Increase government procurement with Aboriginal and Torres Strait Islander businesses to three per cent of addressable spend by 2022. Focus on using the government's procurement activities to create genuine, quality, secure ongoing jobs for Queenslanders. Focus on jobs, reducing long-term unemployment and youth unemployment, and increasing opportunities for training apprentices.
Environmental	<ul style="list-style-type: none"> Procure Australian-sourced, environmentally accredited paper products. Achieve net zero emissions by 2050. Achieve one million rooftops or 3000 megawatts of solar photovoltaics (PV) in Queensland by 2020.
Social	<ul style="list-style-type: none"> Increase spend with genuine, quality social enterprises, providing award based wages (using the Supported Wage System where appropriate) and pathways to mainstream employment for disadvantaged Queenslanders. Take into account workplace policies and practices aimed at ending domestic and family violence as part of supplier evaluation and selection. Ensure that all Queensland Government procurement activities are compliant with the <i>Disability Discrimination Act 1992</i> (Cth).

How to apply this principle	Applies to
<p>1.1 Each agency must seek to obtain best value for money in its procurement. Agencies are mandated to address the following factors when assessing value for money:</p> <ul style="list-style-type: none"> conducting a local benefits test for all significant procurement where a weighting of up to 30 per cent may be applied advancing relevant government objectives and the outcome being sought cost-related factors including up-front price, whole-of-life costs and transaction costs associated with acquisition, use, holding, maintenance and disposal non-cost factors such as fitness for purpose, quality, delivery, service, and support. <p>For major projects of \$100 million and above and declared projects, the value for money assessment must also include application of all of the following best practice principles:</p> <ul style="list-style-type: none"> workplace health and safety systems and standards commitment to apprentices and trainees best practice industrial relations history of compliance with procurement, tendering and other government policy. 	<p>Budget sector agencies</p> <p>Statutory bodies</p> <p>GOCs¹</p>
<p>1.2 Agencies will identify the procurement strategy and method (open, limited or selective) most appropriate for delivering the best procurement outcome. This will be based on an assessment of complexity, scope, opportunities and risks associated with procurement objectives, as well as the level of competition in the supply market.</p>	<p>Special purpose vehicles</p>
<p>1.3 Agencies may deal directly with their own agency or other Queensland Government agencies including commercialised business units.</p>	
<p>1.4 Agencies will:</p> <ul style="list-style-type: none"> use the Queensland Government's QTenders website to publish all open tenders. ensure the Queensland Contracts Directory is maintained and up to date. 	
<p>1.5 When identifying value for money priorities during category planning activities, category managers will pursue opportunities to advance relevant economic, environmental and social outcomes and objectives of the government. This includes factoring the achievement of targets set by government into planning and subsequent procurement activities.</p>	
<p>1.6 Lead agency category teams, in consultation with other budget sector agencies, are responsible for coordinating and publishing a forward procurement pipeline (minimum 12 month forecast) for their category.</p>	<p>Budget sector agencies</p>
<p>1.7 Statutory bodies, government-owned corporations and special purpose vehicles will publish notices of potential future procurements on the Queensland Government's QTenders website, where the agency identifies there would be a benefit to it or the supply market from doing so.</p>	<p>Statutory bodies</p> <p>GOCs</p> <p>Special purpose vehicles</p>
<p>1.8 Agencies will measure and report on procurement benefits in accordance with whole-of-government procurement performance principles issued by the Office of the Chief Advisor – Procurement.</p>	<p>Budget sector agencies</p>

1. GOCs – Government Owned Corporations.

PRINCIPLE 2: ADVANCEMENT OF ECONOMIC, ENVIRONMENTAL AND SOCIAL OBJECTIVES



We use our procurement to advance the government's economic, environmental and social objectives, and support the long-term wellbeing of our community

We ensure full, fair and reasonable opportunity for Queensland suppliers, including local suppliers and small businesses.

We do business with ethically, environmentally and socially responsible suppliers.

We pursue government's objectives from a whole-of-government and category perspective, prioritising these in our decision-making.

Intent

The Queensland Government:

- is committed to ensuring that tenders are free from specifications or requirements that could limit opportunities for local industry and workforces,
- acknowledges that every procurement activity is different. Decisions to advance objectives take into account a range of factors.

Government targets and commitments

Economic

- Require the application of *'best practice principles'* for all major projects valued at \$100 million and above and declared projects, in accordance with guidance issued by the Department of Housing and Public Works and the Office of Industrial Relations.
- Prioritising *'Buy Queensland first'* for food and beverages at events and corporate functions.
- Build regions by increasing the participation of Queensland suppliers and local workforces in procurement opportunities.
- Require the use of local contractors and manufacturers in significant Queensland Government infrastructure projects, worth \$100 million and above, wherever possible.
- Increase opportunities for apprentices and trainees in significant Queensland Government infrastructure projects, worth \$100 million and above.
- Increase government procurement with Aboriginal and Torres Strait Islander businesses to three per cent of addressable spend by 2022.
- Focus on using the government's procurement activities to create genuine, quality, secure ongoing jobs for Queenslanders.
- Focus on jobs, reducing long-term unemployment and youth unemployment, and increasing opportunities for training apprentices.

Environmental

- Procure Australian-sourced, environmentally accredited paper products.
- Achieve net zero emissions by 2050.
- Achieve one million rooftops or 3000 megawatts of solar photovoltaics (PV) in Queensland by 2020.

Social

- Increase spend with genuine, quality, social enterprises, providing award based wages (using the Supported Wage System where appropriate) and pathways to mainstream employment for disadvantaged Queenslanders.
- Take into account workplace policies and practices aimed at ending domestic and family violence as part of supplier evaluation and selection.
- Ensure that all Queensland Government procurement activities are compliant with the *Disability Discrimination Act 1992* (Cth).

How to apply this principle	Applies to
<p>Agencies will ensure that capable and competitive local suppliers, including Queensland suppliers and small businesses, are given a full, fair and reasonable opportunity to supply government.</p> <p>Agencies will:</p> <ul style="list-style-type: none"> • conduct a local benefits test for all significant procurement where a weighting of up to 30 per cent may be applied • ensure that at least one regional and one Queensland supplier, where possible, is invited to submit a tender or quote for a procurement. <p>The Minister for Housing and Public Works, Minister for Digital Technology and Minister for Sport may, in consultation with the Premier and Minister for Trade, declare a procurement activity as requiring application of the local benefits test.</p>	<p>Budget sector agencies</p> <p>Statutory bodies</p>
<p>Agencies will use best endeavours to do business with ethically, environmentally and socially responsible suppliers, and will seek to influence the supply chain in this regard. As part of this commitment, agencies will not procure dumped goods.</p>	<p>GOCs</p>
<p>The Queensland Government Procurement Committee and category councils will provide guidance on the prioritisation and application of competing government objectives which impact on procurement.</p>	<p>Special purpose vehicles</p>
<p>Procurement decision-making for low value and low business risk procurement will be delegated to a level closest to the geographical location where the good or service is to be supplied.</p>	
<p>Category councils will facilitate cross-agency consultation and coordination of regional procurement to assist in delivering value for money and the government's objectives.</p>	<p>Budget sector agencies</p>

PRINCIPLE 3: INTEGRITY, PROBITY AND ACCOUNTABILITY



We undertake our procurement with integrity, ensuring probity and accountability for outcomes

We respect the trust placed in us by the community.

We are accountable for delivering timely outcomes using public resources.

We ensure our decisions are transparent and defensible.

We meet expected standards of probity and accountability.

Intent

The Queensland Government is committed to:

- observing high standards of integrity and probity, and being accountable for decisions.
- embedding probity in procurement culture. It is expected that high standards of probity and accountability are always maintained. It is important that the right balance is struck between observing probity of process, and not overemphasising probity relative to value and risk, so that it becomes an unjustifiable barrier to achieving better outcomes.

How to apply this principle	Applies to
<p data-bbox="260 495 408 521">Agencies will:</p> <ul data-bbox="260 539 1230 887" style="list-style-type: none"> <li data-bbox="260 539 1230 633">• observe applicable legislation including the <i>Disability Discrimination Act 1992</i> (Cth), policies, agreements and industrial instruments. These can be found at www.qld.gov.au/procurement <li data-bbox="260 651 1230 745">• ensure that appropriate governance mechanisms are in place to maintain the integrity of the procurement decision-making process. As part of this, systems for conflicts of interest and complaints management for procurement are to be in place <li data-bbox="260 763 1230 887">• ensure all stages of the procurement process are defensible and appropriately documented relative to the value and risk associated with the procurement. Decisions will withstand public scrutiny and preserve confidence in the procurement process. 	<p data-bbox="1254 533 1409 595">Budget sector agencies</p> <p data-bbox="1254 656 1358 719">Statutory bodies</p> <p data-bbox="1254 779 1321 806">GOCs</p>
<p data-bbox="169 947 220 974">3.2</p> <p data-bbox="260 920 1225 1014">Agencies will integrate probity within their procurement framework to ensure probity is managed relative to the value and risk of a particular procurement activity (for example, the development of probity plans for high value and/or high risk procurement activities).</p>	<p data-bbox="1254 875 1433 938">Special purpose vehicles</p>
<p data-bbox="169 1137 220 1164">3.3</p> <p data-bbox="260 1077 1193 1234">Agencies will publish basic details for awarded contracts valued at \$10,000 and over, and additional contract details for awarded contracts valued at \$10 million and over, in accordance with the <i>Procurement Guidelines: Contract Disclosure</i> issued by the Director-General, Department of Housing and Public Works. The publishing of the procurement method used is mandated for contracts valued at \$500,000 and over.</p>	<p data-bbox="1254 1043 1409 1106">Budget sector agencies</p> <p data-bbox="1254 1122 1422 1184">Large statutory bodies</p> <p data-bbox="1254 1200 1433 1263">Special purpose vehicles</p>

PRINCIPLE 4: LEADERS IN PROCUREMENT PRACTICE



We are leaders in procurement practice—we understand our needs, the market and our suppliers, and have the capability to deliver better outcomes and support our buyers to engage with the market effectively

We continuously improve the capability and performance of our agencies and people.

We actively manage the performance of our procurement expenditure.

We are outcome focused and look for opportunities to innovate, including continuous improvement to our procurement methods and practices.

We engage with our stakeholders to understand business needs, and seek to exceed expectations.

We ensure efficient and effective use of valuable resources.

We work together with industry and key stakeholders, including local workforces, to ensure government is an attractive customer.

Intent

The Queensland Government is committed to:

- enhancing the procurement function to improve the delivery of value for money outcomes.
- building procurement capability to ensure better outcomes like improved contract management, better engagement with stakeholders and suppliers, and embracing innovation.

How to apply this principle	Applies to
<p>4.1 Procurement and business areas will proactively engage with each other from pre-procurement through to contract management and disposal to:</p> <ul style="list-style-type: none"> • identify and assess viable solutions to achieve the outcomes sought • provide support for, and understand the business needs of, front-line service delivery • clearly define procurement objectives to ensure business needs are met • manage demand and reduce waste, and manage consumption of valuable resources. 	Budget sector agencies Statutory bodies
<p>4.2 Agencies will adopt a cost-effective market engagement strategy for a procurement, taking into account whole-of-government objectives and the activities of other government buyers in the market, to maximise procurement outcomes for the benefit of buyers and suppliers.</p>	GOCs
<p>4.3 When developing procurement strategies, agencies will pursue opportunities to develop innovative supply solutions, either through innovation in the procurement activity itself, or by fostering innovative solutions by suppliers. Agencies will pursue opportunities to drive innovation through the provisions of the ICT SME Participation Scheme.</p>	Special purpose vehicles
<p>4.4 Agencies will ensure processes are in place to manage contracts, including performance and renewal. For significant procurements, a contract management plan will be developed.</p>	
<p>4.5 Accountable officers are responsible for adopting a workforce approach to building procurement capability. This includes maintaining capability standards commensurate with an accreditation framework, administered by the Office of the Chief Advisor – Procurement.</p>	Budget sector agencies

PRINCIPLE 5: WORKING TOGETHER TO ACHIEVE OUTCOMES



We work together across agency boundaries to improve procurement outcomes

We take a collaborative approach to planning and managing categories of expenditure.

We maximise savings and benefits, and reduce duplication.

Intent

The Queensland Government is committed to working together across agencies to ensure that a whole-of-government approach to procurement is taken and that better procurement outcomes are achieved.

The CEO Leadership Board has a lead role in promoting this whole-of-government approach to procurement, enabled by agencies managing categories.

This principle outlines:

- ways of reducing duplication within government and increasing consistency for suppliers.
- a planned approach to the development of policies that seek to leverage procurement practices and outcomes.

Schedule 3 lists current procurement-related policies.

How to apply this principle		Applies to
5.1	<p>Agencies will identify whether categories of expenditure or significant procurements contain opportunities to generate savings and benefits. This includes an assessment of whether greater savings, efficiencies and benefits can be realised by working together.</p>	<p>Budget sector agencies</p> <p>Statutory bodies</p> <p>GOCs</p> <p>Special purpose vehicles</p>
5.2	<p>The CEO Leadership Board:</p> <ul style="list-style-type: none"> • will promote a whole-of-government approach to procurement including a focus on understanding the government’s procurement profile and the management of procurement expenditure at the whole-of-government level • will promote cross-agency collaboration on categories of significant expenditure to achieve savings and benefits • may, in consultation with agencies, nominate agencies to manage categories of procurement expenditure common to multiple agencies, or the whole-of-government. 	
5.3	<p>Common use supply arrangements are mandated for use to achieve savings and benefits wherever practical.</p> <p>Agencies can depart from common-use supply arrangements where a good or service is to be supplied to regional or remote Queensland locations.</p> <p>Departures from such arrangements, including strategies to deliver savings and benefits as a result of the agency’s decision, are to form part of the agency’s procurement plan, and will be disclosed and worked through collaboratively with the relevant category council.</p>	<p>Budget sector agencies</p>
5.4	<p>Whole-of-government standard terms and conditions for procurement, or categories of procurement, will be developed by lead agency category teams and made available for the use of budget sector agencies.</p> <p>The Office of the Chief Advisor – Procurement will be consulted by lead agency category teams during the development and revision of terms and conditions to ensure consistency across government.</p> <p>Departures from the terms and conditions are to be based on a defensible assessment of the requirements of the procurement.</p>	
5.5	<p>Agencies are mandated to consult with the Office of the Chief Advisor – Procurement as early as possible during the development of whole-of-government procurement-related policies, and to use guidelines on the development of procurement-related policies. The guidelines can be found at www.qld.gov.au/procurement</p> <p>Procurement-related policies, targets, commitments and associated guidance will be developed and maintained by the sponsoring agency. The Office of the Chief Advisor – Procurement will maintain a list of all procurement-related policies on its website.</p>	

PRINCIPLE 6: GOVERNANCE AND PLANNING



We have the confidence of stakeholders and the community in our management of procurement

Our governance structure facilitates consultation and value for money outcomes.

We take a planned approach to our procurement, ensuring alignment across all levels of planning from whole-of-government to individual procurements.

We manage risk through effective oversight, accountability and appropriate internal controls.

Intent

The Queensland Government is committed to increasing stakeholder and community confidence in procurement through appropriate governance and an integrated planning framework.

How to apply this principle	Applies to
6.1 Queensland Government procurement planning will be integrated at all levels, including category strategies, agency procurement plans, significant procurement plans, and other relevant plans and strategies.	Budget sector agencies
6.2 The Office of the Chief Advisor – Procurement may prepare whole-of-government plans or strategies that represent the government’s vision and priorities for procurement. These plans or strategies will be prepared collaboratively and in consultation with category councils and agencies.	
6.3 Lead agency category teams will prepare category strategies for endorsement by the relevant category council.	
6.4 Agency procurement planning, at both the agency level and for individual significant procurements, will take relevant plans and strategies, such as category strategies, into account.	
6.5 Agency procurement plans will be prepared and, as a minimum: <ul style="list-style-type: none"> • set out the management and organisation of the procurement function, including an assessment of overall agency procurement capability and strategies for improvement • outline how the objectives of the procurement function will support broader agency objectives • provide an analysis of savings and benefits opportunities (economic, social and environmental) and strategies to achieve these • contain measures, targets, performance against targets and the agency’s approach to risk management for procurement. 	Budget sector agencies Statutory bodies
6.6 Planning for significant procurement may be undertaken at either a category level or an individual procurement level and address, at a minimum: <ul style="list-style-type: none"> • an analysis of demand and the supply market • strategies to achieve value for money, including the advancement of economic, environmental and social outcomes • performance measures and contract management arrangements • an identification and assessment of risks related to the procurement and risk management strategies. Risk assessments address the value, complexity and sensitivity of procurements. 	GOCs Special purpose vehicles
6.7 The Office of the Chief Advisor – Procurement will issue policy guidelines and procurement guidance for use by agencies.	

Schedule 1: Definitions

Accountable officer has the meaning conferred by the *Financial Accountability Act 2009*. For the purposes of this policy, this term also includes Chief Executive Officers of government owned corporations, statutory bodies and special purpose vehicles.

Agency means, for the purposes of this policy:

- A department or a statutory body as those expressions are defined in the *Financial Accountability Act 2009*
- An entity declared by regulation to be a government owned corporation under the *Government Owned Corporations Act 1993*
- Special purpose vehicles as established from 1 July 2010 and existing special purpose vehicles which are required to comply with the Queensland Procurement Policy by their respective constitutions.

Budget sector agency means, for the purposes of this policy, entities declared to be departments pursuant to Section 14 of the *Public Service Act 2008*. It also includes the Electoral Commission of Queensland, Office of the Governor, Public Service Commission, Queensland Audit Office, Queensland Ombudsman and Queensland Parliamentary Service.

Category is the grouping of similar goods or services with common demand drivers and a similar supply base.

Category management is a lifecycle approach to managing spend that groups categories together and aligns the approach to the characteristics of the category.

Common-use supply arrangement means an arrangement intended for whole-of-government use established between the principal and the successful offeror (including without limitation a standing offer arrangement, a register of pre-qualified suppliers, panel arrangement or preferred supplier arrangement).

Employee means, for the purposes of this policy, any employee of an agency whether permanent, temporary, full-time, part-time or casual, and any volunteer, student, contractor, consultant or anyone who works in any other capacity for an agency.

Full, fair and reasonable has the meaning as defined in the *Queensland Charter for Local Content* administered by the Department of State Development.

Goods and services include all property (except for real property) and all types of services including building and construction services, and infrastructure.

Government's objectives or objectives of the government may be stated in legislation, whole-of-government procurement policy and procurement-related policy, whole-of-government procurement plans, directions or formal agreements between government and agencies.

Large statutory body means a statutory body where either of the following criteria apply:

- net operating result in excess of \$5 million, or
- net assets in excess of \$75 million.

Lead agency is an agency responsible for managing common categories of expenditure across two or more agencies.

Limited offer method is a procurement method where the agency invites a supplier/s of its choice to offer.

Local supplier means a supplier of goods or services that maintains a workforce whose usual place of residency (i.e. where they normally live, sleep and eat) is located within a 125 kilometre (km) radius of where the good or service is to be supplied. If a capable local supplier does not exist within the 125 kilometre radius, the radius should be extended progressively to the local region, then Queensland, then outside of Queensland, until a suitable supplier is identified.

Open offer method is a procurement method where all interested suppliers may submit an offer.

Procurement encompasses the whole process of obtaining goods and services. Beginning with the identification of needs, procurement can include the functions of planning, design, standards determination, specification writing, selection of suppliers, financing, contract management, disposals and other related functions. For clarity, 'procurement' under this policy does not include 'grants' as defined in the *Financial Accountability Handbook* administered by Queensland Treasury.

Procurement-related policy is a government policy or instrument, excluding the Queensland Procurement Policy related guidelines and guidance, that influences or impacts procurement activities, practices and decisions. A list of current procurement-related policies is at www.qld.gov.au/procurement.

Purchasing is the acquisition process for goods and services through purchasing, leasing and licensing and this expression extends to standing offer or similar arrangements by which terms and conditions of purchase are determined.

Selective offer method is a procurement method where suppliers that have met pre-established criteria are invited to offer.

Significant procurement includes goods and services identified by the agency as being high expenditure and/or for which there is a high degree of business risk.

Small and medium enterprise means a business employing less than 200 people.

Special purpose vehicle means, for the purposes of this policy, a company incorporated under the *Corporations Act 2001 (Cth)* that is under the control of a Queensland Government department, and which is established for a specific purpose such as delivery of infrastructure projects. For the purpose of this definition a 'company' does not include a government-owned corporation.

Supplier means an enterprise known to be capable of supplying required goods and/or services. It includes manufacturers, stockists, resellers, merchants, distributors, consultants and contractors.

Schedule 2: Procurement in the Queensland Government – overview

Agency-led, centrally enabled

The Queensland Government has established an agency-led procurement operating model. Under this model agencies are accountable for their own procurement activities through a category management approach within a whole-of-government framework of legislation, procurement-related policies and minimum standards.

The Office of the Chief Advisor – Procurement provides expert procurement policy advice and support to agencies.

Roles and responsibilities: agencies

Accountable officers within agencies are responsible for their agency's procurement outcomes, and for ensuring this policy is followed and embedded into practice within their agencies.

Accountable officers are to ensure that any procurement-related procedures they have in place are consistent with the principles of this policy.

Accountable officers within agencies remain accountable for procurements delivered on their behalf by a provider external to their agency including, for example, those delivered by shared service providers or under corporate partnership agreements.

All employees are required to comply with this policy.

Roles and responsibilities: Office of the Chief Advisor – Procurement

The Chief Advisor – Queensland Government Procurement (supported by the Office of the Chief Advisor – Procurement) is responsible for:

- ensuring this policy, its related guidelines and guidance are appropriate, reflect better practice and facilitate a high standard of procurement performance
- providing expert procurement advice and support to agencies
- facilitating collaboration across agencies
- engaging with the Queensland Government Procurement Committee and Procurement Industry Advisory Group on matters of strategic importance
- providing guidance to agencies in relation to economic, social and environmental benefits and opportunities
- overseeing a consistent approach to procurement methodology and procedures, including reducing procurement process costs for suppliers and agencies across government
- coordinating whole-of-government procurement capability building and training initiatives
- coordinating whole-of-government procurement performance reporting in accordance with requirements established by the CEO Leadership Board.

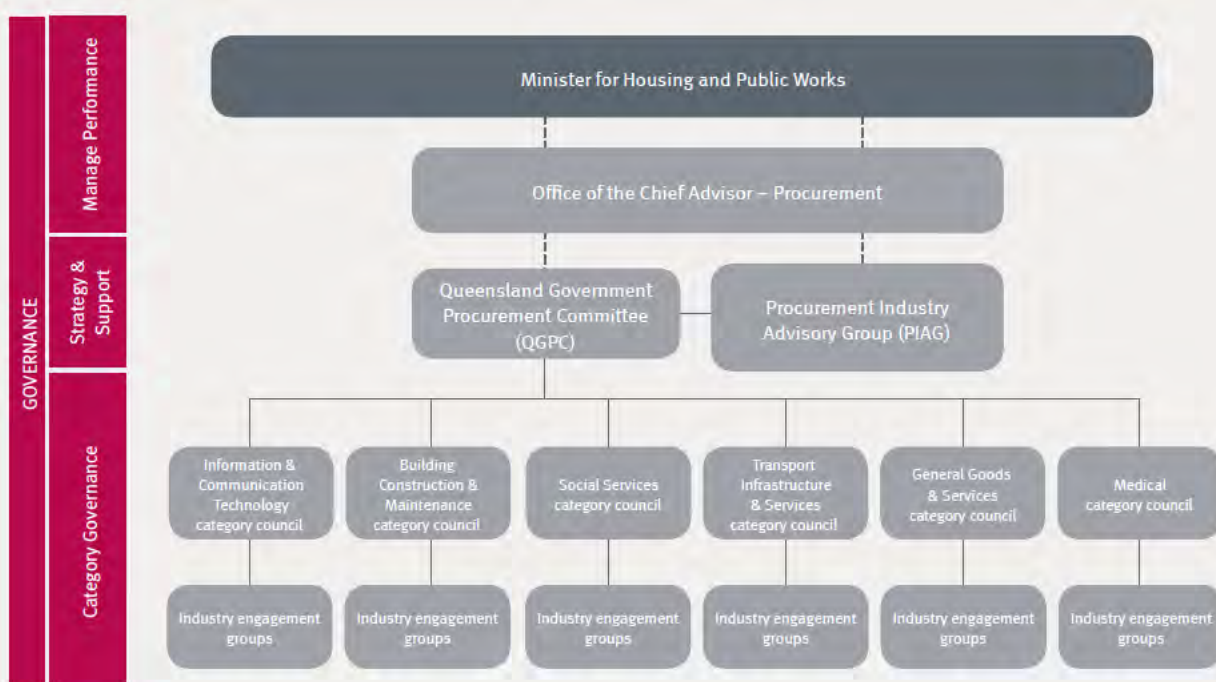
Procurement governance overview

The governance framework includes:

- the CEO Leadership Board – facilitates a whole-of-government approach to procurement in accordance with this policy. It provides strategic direction and oversight for Queensland Government procurement.
- the Queensland Government Procurement Committee – provides advice and direction on whole-of-government procurement activities.
- the Procurement Industry Advisory Group – provides coordinated, strategic level industry input regarding procurement.
- Category councils – oversee and direct strategic procurement activities in relation to groups of related spend, govern the category strategy for a particular spend profile, and engage with industry.

Figure 2 below sets out the current procurement governance structure. For more information on governance refer to www.qld.gov.au/procurement.

Figure 2: Queensland Government procurement governance structure



Schedule 3: Procurement-related policies and instruments

The Queensland Government maintains a number of policies and instruments relevant to procurement. These are collectively referred to as procurement-related policies. Current procurement-related policies are set out in the table below and are available at www.qld.gov.au/procurement

Category	Policy or instrument	Responsible Department
All	Queensland Indigenous (Aboriginal and Torres Strait Islander) Procurement Policy	Aboriginal and Torres Strait Islander Partnerships
	Queensland Charter for Local Content	State Development, Manufacturing, Infrastructure and Planning
	Project Assessment Framework	Queensland Treasury
	Queensland Leasing Approval Policy for Public Sector Entities	Queensland Treasury
	Quality Assurance Policy	Housing and Public Works
Building Construction and Maintenance	Capital Works Management Framework	Housing and Public Works
	Maintenance Management Framework	Housing and Public Works
	Queensland Government Building and Construction Training Policy	Employment, Small Business and Training
Information and Communication Technology	Information and Communication Technology Small and Medium Enterprise Participation Scheme	Housing and Public Works
	Relevant information standards, including IS13 for the procurement and disposal of ICT products and services	Housing and Public Works
Transport Infrastructure and Services	Transport Infrastructure Project Delivery System	Transport and Main Roads



**Queensland
Government**

GN-5



Queensland Treasury

Our Ref: 02047-2016

Mr Graeme Newton
 Chief Executive Officer
 Cross River Rail Delivery Authority
 PO Box 15476
 BRISBANE CITY EAST QLD 4002

Dear Mr Newton

I am writing to advise you of proposed amendments to the Queensland Procurement Policy and Queensland Building and Construction Code of Practice 2000. These amendments require that major (\$100 million and above) projects adopt Best Practice Principles for workplace health and safety, trainees and apprentices, industrial relations and compliance with procurement, tendering and other government policy.

Attached for your information is a summary of the principles. At this stage, this is an Internal Government document pending inclusion in an updated Queensland Procurement Policy.

It is expected that the Cross River Rail Delivery Authority will comply with the Queensland Procurement Policy, including these principles, in its major activities, including for ETCS Inner-City, the Tunnel, Stations and Development, and Rail, Integration and Systems works packages. Consistent with Government's consideration, Cross River Rail Delivery Authority will need to seek the Deputy Premier's approval for the weighting to be given in evaluation to Best Practice Principles (up to a maximum of 20 per cent) and local benefits test (up to 30 per cent) with a maximum of 40 per cent for Best Practice Principles and local benefits combined.

Please review the principles for application in your procurement processes and contractual documentation. Your officers may also seek guidance from the Department of Housing and Public Works and the Office of Industrial Relations in relation to these principles.

Whilst it is expected that these requirements will not result in any significant cost increases, it is expected any cost impacts are to be absorbed within existing resources.

Should you have any queries in relation to this matter, please contact Mr Robert Fleming, Acting Deputy Under Treasurer, Commercial Group, on [REDACTED] or at email [REDACTED]

Yours sincerely

[REDACTED]
 Jim Murphy
 Under Treasurer

Encl. 18/5/16

1 William Street
 GPO Box 621 Brisbane
 Queensland 4001 Australia
 Telephone: [REDACTED]
 Website www.treasury.qld.gov.au
 ABN 90 856 020 239

CABINET-IN-CONFIDENCE

Best Practice Principles

The State Government is committed to ensuring quality work for all those engaged on major State Government projects. The Government is equally committed to ensuring the highest possible standards of workplace health and safety and that appropriate numbers of trainees and apprentices are engaged on major State Government projects.

The Government understands that a commitment to best practice industrial relations, workplace health and safety, and appropriate training opportunities for all workers on major State Government projects will deliver on time and on budget major projects. Best practice industrial relations arrangements can include collective agreements that deliver wages and conditions above minimum award standards recognising the skills of workers and the requirement for quality work that is delivered on time and on budget. The Government considers regional major projects to be of equal importance to other major projects.

In considering tenders for major Government projects, appropriate weight will therefore be placed on the following principles:

1. Best practice WHS systems and standards.
2. Best practice commitment to apprentices and trainees.
3. Best practice industrial relations.
4. History of compliance with procurement, tendering and other government policy.

Guidance examples on best practice, which are examples only and not comprehensive or exhaustive, are provided below:

Guidance examples of Best Practice Principles

- Demonstrated compliance with government policies and undertakings given to the government for past projects.
- Demonstrated commitment to training, including the engagement of apprentices and trainees.
- Demonstrated history of compliance with industrial laws, including work health and safety laws.
- Collective agreements that provide wages and conditions that attract a high quality and skilled workforce.

Implementation of Best Practice Principles

1. The Best Practice Principles become part of the material provided to tenderers. Tenderers will then be asked to demonstrate, as part of their tender, how they propose to address each of the four principles, that is: best practice WHS; best practice commitment to apprentices and trainees; best practice industrial relations and history of compliance with procurement, tendering and other government policy.
2. To assist them in doing this, they are provided with examples of best practice. These examples might vary from project to project.
3. The tenders submitted will be assessed by Government. Different weighting might be assigned to the principles in any given case.

CABINET-IN-CONFIDENCE

4. The ultimate contracts will have a provision requiring the successful tender to fulfil the commitments made in respect of the principles in the tender. Thus the obligations they undertake will be self-imposed.
5. A failure to comply could in some cases be a breach of contract, which could leave to court action enforcing the contract. It is also proposed that a past failure to comply with tender commitments would be taken into account in assessing suitability for any future tenders. A provision to that effect could also be inserted into the Queensland Building Code so that successful tenderers would be strongly encouraged to meet their commitments.

GN-6



Minister for Innovation and
Tourism Industry Development and
Minister for Cross River Rail

Ref: CTS 04236/20

28 FEB 2020

The Honourable Paul Lucas
Board Chair
Cross River Rail Delivery Authority

1WS
1 William Street, Brisbane 4000
PO Box 15168 City East
Queensland 4002 Australia
Telephone [REDACTED]
Email tourism@ministerial.qld.gov.au

Dear Mr Lucas

I am writing to you in relation to initiatives the Queensland Government has determined are required to streamline the governance arrangements for the Cross River Rail Delivery Authority (Delivery Authority). The effect of these initiatives has significant implications for the Delivery Authority, in particular in how it operates and its powers and functions as prescribed under the *Cross River Rail Delivery Authority Act 2016* (the Act).

You will be aware that under the Act, s.16 provides that the Minister can issue a Ministerial Direction to the Delivery Authority. I am writing to you to formalise the recent discussion I had with you in relation to these matters, and a copy of the full Ministerial Direction is enclosed for your information. A key element of the Ministerial Direction is a requirement that the Board resolve in writing to delegate specific functions and powers to the Chief Executive Officer of the Delivery Authority.

Additionally, I am writing to request that the Board consider resolving to delegate its functions under s.71(9) and (10) of the *Queensland Heritage Act 1992* (when read with s.69 of the Act), to accept or reject a recommendation of the Queensland Heritage Council on a proposed development and give public notice of that decision. Given that the Chief Executive Officer already has the function under s.71(2) of the *Queensland Heritage Act 1992* of giving the Queensland Heritage Council a report on a proposed development, it is not appropriate for the Chief Executive Officer to also have the function of accepting or rejecting the Council's recommendation. Accordingly, I request that that this function be delegated to the Director-General of the Department of Innovation and Tourism Industry Development (who is a member of the Board pursuant to s.33(1)(d) of the Act), in that person's capacity as a Board member.

In the event that future Priority Development Areas (PDA) are declared, for example, the proposed Woolloongabba PDA, and Minister for Economic Development Queensland then delegates functions in relation to those PDAs to the Delivery Authority. The Board will need to then sub-delegate those functions to the Chief Executive Officer which I understand previously occurred in relation to the Albert Street PDA and the Roma Street PDA.

In taking this decision, the Queensland Government has as its core objective, to ensure that the Minister can have a substantially increased direct oversight of how the Cross River Rail Project is delivered, especially insofar as the compliance of the construction contractors is concerned. The Government has also determined that the Delivery Authority will establish a Project Compliance Unit to be headed by a Chief Compliance Officer. The timing of these changes is important, in that the project is now transitioning steadily from the three year planning, procurement and contract award stage, into the construction and delivery phase.

I note that all appointments, except for one of the non-permanent members of the Board, will expire on 13 April 2020. I also note that the Act simply requires the Board to hold a minimum of three meetings annually. Given the most recent meeting of the Board was held on 12 February 2020, and to progress this in a timely manner you may decide that the only remaining business of the current Board is to formalise the requirements of the Ministerial Direction by way of a written resolution.

Thank you for your leadership, strategic governance and administration of the Cross River Rail Project for the past three years. Throughout the important planning and procurement phase, during which multi-billion dollar contracts were successfully awarded, it has been critical to have a Board with high levels of governance and probity. The work done to date has set up the Delivery Authority, the management team and the project more widely for success.


Yours sincerely



HON KATE JONES MP
Minister for Cross River Rail

Encl. (2)

CC. Graeme Newton
Chief Executive Officer
Cross River Rail Delivery Authority



CROSS RIVER RAIL DELIVERY AUTHORITY ACT 2016
SECTION 16(1)
DIRECTION TO CROSS RIVER RAIL DELIVERY AUTHORITY

1. **Definitions**

In this Direction:

- (a) **Act** means the Cross River Rail Delivery Authority Act 2016;
- (b) **Authority** means the Cross River Rail Delivery Authority established under s.8 of the Act;
- (c) **Board** means the board of management that is established under s.30 of the Act;
- (d) **Chief Executive Officer** means the chief executive officer of the Authority as appointed by the Board under s.49(1) of the Act and includes any person acting in this office from time to time;
- (e) **Director-General** means the chief executive of the Department which administers the Act and includes any person acting in this office from time to time;
- (f) **Instrument of Delegation** means the instrument of delegation in the form as set out in Schedule 1 of this Direction;
- (g) **Relevant Acts** means the Act and any other Act that is referred to in the Instrument of Delegation;
- (h) **Relevant Date** means 7 days after the date of this Direction;
- (i) Other words and expressions used in this Direction which are defined in the Act have the same meaning as in the Act; and
- (j) Words in the singular include the plural and vice versa, unless the context otherwise requires.

Direction

2. Pursuant to s.16(1) of the Act, I hereby direct the Authority as follows:

- (a) The Authority must by the Relevant Date cause a decision of the Board to be made which delegates pursuant to s.73(1) of the Act the Authority's functions and powers under the Relevant Acts to the Chief Executive Officer in the terms as set out in the Instrument of Delegation;
- (b) The Authority is to authorise and require the Chief Executive Officer to take the following steps and actions:
 - (i) The Chief Executive Officer is to create and preserve full and proper records concerning the performance of the functions and the exercise of the powers delegated to the Chief Executive Officer under the Instrument of Delegation;
 - (ii) The Chief Executive Officer is to as soon as reasonably practicable comply with any request from myself or the Director-General to give access to any record in the Chief Executive Officer's custody or control (other than a record that is subject to third party confidentiality or legal professional privilege) concerning the performance of the functions or the

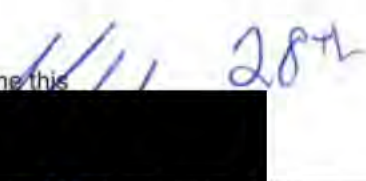
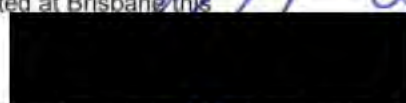
exercise of any of the powers delegated to the Chief Executive Officer under the Instrument of Delegation;

- (iii) The Chief Executive Officer is to on the dates as notified by the Director-General provide a written report to me, in the form determined by the Director-General, regarding the performance and exercise of, and compliance with, the functions and powers delegated to the Chief Executive Officer under the Instrument of Delegation;
 - (iv) As requested by the Director-General, the Chief Executive Officer will meet with the Director-General and/or myself regarding the performance and exercise of, and compliance with, the functions and powers delegated to the Chief Executive Officer under the Instrument of Delegation; and
 - (v) The Chief Executive Officer is to report regularly to the Director-General and/or myself about the risks and emerging issues for the Authority, and any other issue that I or the Director-General identify, concerning the performance of the functions or the exercise of any of the powers of the Authority;
- (c) Where there is ambiguity or doubt about the meaning of this Direction, the Authority is to follow the interpretation of the Director-General about the matter as advised in a written clarifying statement.

Dated at Brisbane this

day of

2020



The Honourable Kate Jones MP
Minister for Innovation and Tourism Industry
Development and Minister for Cross River Rail

Schedule 1 - Delegation by the Authority to the Chief Executive Officer

INSTRUMENT OF DELEGATION

Cross River Rail Delivery Authority Act 2016 (Qld)

1. The Cross River Rail Delivery Authority (**Authority**), pursuant to section 73(1) of the Cross River Rail Delivery Authority Act 2016 (Qld) (**Act**), now delegates the functions and powers of the Authority as specified in Column 1 of the Schedule to the persons who hold the positions specified in Column 3 of the Schedule subject to any limitations or conditions as are specified in Column 3 of the Schedule.
2. The specified delegates may subdelegate the functions or powers the subject of this Instrument of Delegation if provided for in the Act or if expressly provided for in Column 3 of the Schedule.
3. The description of the functions and powers as set out in Column 2 does not limit the scope of the functions and powers that are delegated under this Instrument of Delegation.
4. In this Instrument of Delegation, a reference to an Act includes any relevant amending, consolidating or replacing legislation and any statutory instruments made under that Act.
5. If the name of a position mentioned in the Schedule to this Instrument of Delegation is redesignated or retitled, but the duties, functions and responsibilities attached to the position remain substantially the same, then the reference to the position in the Schedule to this Instrument shall be read as if it is a reference to the redesignated or retitled position.
6. The Instrument of Delegation includes the attached Schedule comprising 22 pages in total. No other written material forms part of the Instrument.
7. To the extent that there are any inconsistencies between any function or power delegated under this Instrument of Delegation and any function or power delegated under a previous Instrument of Delegation, the delegation of the functions and powers under this Instrument of Delegation will prevail.
8. This Instrument of Delegation commences on the date it is signed.
9. This Instrument of Delegation is signed on behalf of the Authority under s.17(1) of the Act.

The Honourable Paul Lucas
Chairperson of the Cross River Rail Development Authority Board
Cross River Rail Development Authority

DATED AT BRISBANE this

day of

2020

SCHEDULE – <i>Cross River Rail Delivery Authority Act 2018</i>		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions ¹ and Powers ²	Position Delegated ³ and Applicable Limitations
12(1)(a)	The function of the Authority to plan, carry out, promote or coordinate activities to facilitate economic development, and development for community purposes, in a cross river rail PDA.	The Chief Executive Officer.
12(1)(b)	The function of the Authority to facilitate the efficient delivery of the cross river rail project and transport-related projects.	The Chief Executive Officer.
12(2)	The functions of the Authority: (a) to identify opportunities and options for facilitating economic development, and development for community purposes, in a cross river rail PDA; (b) to identify, and consult with relevant entities about, options for funding development mentioned in paragraph (a); (c) to give advice and recommendations about a matter mentioned in paragraph (a) or (b) to: (i) the Minister; and (ii) if appropriate, a relevant entity.	The Chief Executive Officer.
12(3)	The functions of the Authority in relation to the cross river rail project or a transport-related project: (a) to carry out planning for the project, including: (i) inviting and evaluating proposals for the delivery of the project; and (ii) facilitating the procurement and supply of infrastructure and services for the project; (b) to ensure that any approvals or authorities required for the project under other laws are obtained; (c) to enter into and manage contractual and other arrangements for the delivery of the project, including, for example: (i) negotiating and entering into agreements about funding for the project; and (ii) ensuring contracts and agreements are performed in accordance with their terms; (d) to consult, or facilitate consultation, with relevant entities about funding and delivery of the project;	The Chief Executive Officer.

¹ Pursuant to s.73(6) of the Act, a reference to a function includes a reference to a power.

² For a more detailed description of the identified statutory function or power, refer to the Act.

³ The Chief Executive Officer may subdelegate a function under s.73(5) of the Act.

SCHEDULE – Cross River Rail Delivery Authority Act 2016		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions ¹ and Powers ²	Position Delegated ³ and Applicable Limitations
	<p>(e) to provide, ensure the provision of, or manage infrastructure and other services and facilities for, or relating to, the project;</p> <p>(f) to promote the project through, for example, advertising and encouraging investment;</p> <p>(g) to give advice and recommendations about options for funding and delivering the project to:</p> <p>(i) the Minister; and</p> <p>(ii) if appropriate, a relevant entity.</p>	
12(5)	All the functions of the Authority under the Act or another Act, or any other function relating to the Authority's main functions under s.12(1) of the Act that is prescribed by regulation.	The Chief Executive Officer. The Chief Executive Officer is not delegated the functions of the Authority under s.71(9) and s.71(10) of the Queensland Heritage Act 1992.
14(1)(a) and 14(1)(g)	The power of the Authority to enter into contract or agreements including the power of the Authority to do anything necessary or convenient to be done in exercising this power of the Authority.	The Chief Executive Officer.
14(1)(b) and 14(1)(g)	The power of the Authority to deal in land or other property including the power of the Authority to do anything necessary or convenient to be done in exercising this power of the Authority.	The Chief Executive Officer.
14(1)(c) and 14(1)(g)	The power of the Authority to appoint agents and attorneys including the power of the Authority to do anything necessary or convenient to be done in exercising this power of the Authority.	The Chief Executive Officer.
14(1)(d) and 14(1)(g)	The power of the Authority to engage consultants or contractors including the power of the Authority to do anything necessary or convenient to be done in exercising this power of the Authority.	The Chief Executive Officer.
14(1)(e) and 14(1)(g)	The power of the Authority to establish funds and accounts with any financial institution in Australia including the power of the Authority to do anything necessary or convenient to be done in exercising this power of the Authority.	The Chief Executive Officer.
14(1)(f) and 14(1)(g)	The power of the Authority to charge a government agency a fee for services or facilities it supplies including the power of the Authority to do anything necessary or convenient to be done in exercising this power of the Authority.	The Chief Executive Officer.
19	The powers of the Authority to deal in land and other property for cross river rail purposes.	The Chief Executive Officer.

SCHEDULE – Cross River Rail Delivery Authority Act 2016		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions ¹ and Powers ¹	Position Delegated ² and Applicable Limitations
20(1)	<p>The power of the Authority to take land if the land is required for a cross river rail purpose in relation to—</p> <p>(a) the cross river rail project; or</p> <p>(b) a transport-related project prescribed by regulation for this section.</p> <p>The Authority's power to take land as described above includes—</p> <p>(a) power to take land or an easement, or another interest in land above or beneath the surface, without acquiring rights in the surface; and</p> <p>(b) power to take a lease of State land or another interest in State land that is less than freehold.</p> <p>The Authority's power to take land as described above does not limit its powers to take land, as a constructing authority, under the Acquisition of Land Act 1967.</p>	The Chief Executive Officer.
21(2)	The power of the Authority, with the Minister's approval, to take additional land.	The Chief Executive Officer.
22(2)	The function of the Authority, in giving or amending a notice of intention to resume, to give the registrar notice, in the appropriate form, of the giving or amendment of the notice of intention to resume.	The Chief Executive Officer.
25(1)(a)	The power of the Authority, to give effect to a cross river rail purpose, to lease, or agree to lease, to any person land taken, or proposed to be taken, under Part 2, Division 2 of the Act.	The Chief Executive Officer.
25(1)(b)	The power of the Authority, to give effect to a cross river rail purpose, to sign an agreement with any person to carry out, own, operate or maintain any works or development on land taken, or proposed to be taken, under Part 2, Division 2 of the Act.	The Chief Executive Officer.
25(1)(c)	The power of the Authority, to give effect to a cross river rail purpose, to sign an agreement with any person in relation to works or development for land taken, or proposed to be taken, under Part 2, Division 2 of the Act.	The Chief Executive Officer.
25(1)(d)	The power of the Authority, to give effect to a cross river rail purpose, to sell land taken, or agree to sell land proposed to be taken, under Part 2, Division 2 of the Act.	The Chief Executive Officer.
26(2)	The function of the Authority in relation to land that is no longer required by the Authority to advise, by notice, the former owner of the land that the Authority intends to offer the land to the former owner.	The Chief Executive Officer.

SCHEDULE – <i>Cross River Rail Delivery Authority Act 2016</i>		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions ¹ and Powers ²	Position Delegated ¹ and Applicable Limitations
26(4)	The power of the Authority, before fulfilling its functions under s.26(2) of the Act as described above, to take an easement over all or part of the relevant land to ensure the structural and operational integrity of any transport infrastructure on the land.	The Chief Executive Officer.
27(2)	The power of the Authority to offer land, by notice, subject to any easement over the land, for sale to the former owner at a price decided by the Authority.	The Chief Executive Officer.
27(4)	The power of the Authority to dispose of land that is not required, subject to any easement over the land.	The Chief Executive Officer.
28(2)	The power of the Authority to hold the land or other property to which it becomes entitled as security for, or in satisfaction, liquidation or discharge of, a debt owing to the Authority, until it can be advantageously disposed of.	The Chief Executive Officer.
40(1)	The function of the Authority to keep a register of each board member's pecuniary interests.	The Chief Executive Officer.
57(1)	The power of the Authority to employ other staff (other than the Chief Executive Officer) that the Authority considers appropriate to perform its functions.	The Chief Executive Officer.
58(1)	The power of the Authority, with the agreement of the chief executive of a government agency, to arrange for the services of officers or employees of the agency to be made available to the Authority.	The Chief Executive Officer.
71(1)	The function of the Authority each year to prepare a budget— (a) of estimated costs of the Authority for the next financial year; and (b) consistent with the strategic priorities of the Authority.	The Chief Executive Officer.

SCHEDULE – <i>Acquisition of Land Act 1967 (Qld)</i>		
Column 1 ⁴	Column 2	Column 3
Section	Description of Delegated Functions and Powers ⁵	Position Delegated and Applicable Limitations
5(1)(c)	The Authority's power to take land.	The Chief Executive Officer.
6	The Authority's power to take an easement.	The Chief Executive Officer.
7	The Authority's power to make a decision to serve a notice of intention to resume.	The Chief Executive Officer.
7(4)	The Authority's function to file with the land registry a copy of a notice of intention to resume relating to land under the Land Title Act 1994 (Qld).	The Chief Executive Officer.
7(4AA)	The Authority's power to make a decision to serve an amended notice of intention to resume.	The Chief Executive Officer.
8(2)	The Authority's function to consider any objection and make a decision about whether to proceed with the taking of land under the notice of intention to resume.	The Chief Executive Officer.
8(2A)	The Authority's power to discontinue a resumption or amend a notice of intention to resume.	The Chief Executive Officer.
9(1)	The Authority's power to apply to the Minister for land to be taken.	The Chief Executive Officer.
11 (3)	The Authority's power to amend a gazette resumption notice made by the Governor in Council.	The Chief Executive Officer.
12A	The Authority's function to lodge with the registrar of titles a survey plan showing a new boundary for a lot or common property.	The Chief Executive Officer.
13(1)	The Authority's power to acquire additional land mentioned in s.13(1) of the Acquisition of Land Act 1967 (Qld).	The Chief Executive Officer.
13(2A)	The Authority's power to acquire additional land mentioned in s.13(2) of the Acquisition of Land Act 1967 (Qld).	The Chief Executive Officer.
13(3)	The Authority's power to make a decision to sell or otherwise deal with additional land.	The Chief Executive Officer.

⁴ Pursuant to s.12(5)(a) of the Act, the Authority has the function conferred on it under the Act as well as another Act. Therefore functions of a construction authority under the Acquisition of Land Act 1967 (Qld) will also be functions of the Authority.

⁵ For a more detailed description of the identified statutory function or power, refer to the Acquisition of Land Act 1967 (Qld).

SCHEDULE – <i>Acquisition of Land Act 1967 (Qld)</i>		
Column 1 ^a	Column 2	Column 3
Section	Description of Delegated Functions and Powers ^a	Position Delegated and Applicable Limitations
15	The Authority's power to enter into a resumption agreement.	The Chief Executive Officer.
15C	The Authority's power to apply to the relevant Minister for land to be taken.	The Chief Executive Officer.
15D	The Authority's power to publish a gazette notice declaring that land is taken for a stated purpose without an application being made under s.15C of the Acquisition of Land Act 1967 (Qld).	The Chief Executive Officer.
16(1)	The Authority's power to decide to discontinue a resumption of land and serve a notice of discontinuance.	The Chief Executive Officer.
16(1B)	The Authority's power to agree on compensation to be paid under s.16(1A) of the Acquisition of Land Act 1967 (Qld) or to refer the matter to the Land Court.	The Chief Executive Officer.
17(1)	The Authority's power to revoke a gazette resumption notice, in whole or in part.	The Chief Executive Officer.
17(2)(c)	The Authority's function to lodge a gazette copy of the revoking gazette notice with the land registry.	The Chief Executive Officer.
17(5)	The Authority's power to agree upon the amount of compensation to be paid under s.17(4) of the Acquisition of Land Act 1967 (Qld) or to refer the matter to the Land Court.	The Chief Executive Officer.
19(4)	The Authority's power to accept and deal with a claim for compensation served more than 3 years after the taking of the land.	The Chief Executive Officer.
21(1)	The Authority's power to grant an easement, right of way, lease or other right of occupation, or any other right, privilege or concession, in, upon, over or under the land taken or any other land of the Authority in satisfaction wholly or partly of a claimant's claim for compensation.	The Chief Executive Officer.
21(1A)	The Authority's power to agree to transfer land held in fee simple by the Authority to a claimant in satisfaction wholly or partly of the claimant's claim for compensation.	The Chief Executive Officer.
21(2)	The Authority's power to agree that the extent to which a grant or transfer under s.21(1) or (1A) of the Acquisition of Land Act 1967 shall satisfy the claim for compensation shall be determined by the Land Court.	The Chief Executive Officer.
23(2), (5), (6) and (7)	The Authority's power to make an advance payment to a claimant; the power to require the claimant to satisfy it regarding taxes, rates and other moneys which, if unpaid, would be a charge upon the land, and subsequently reduce the advance; the power to reduce the advance due to a	The Chief Executive Officer.

SCHEDULE – Acquisition of Land Act 1967 (Qld)		
Column 1 ^a	Column 2	Column 3
Section	Description of Delegated Functions and Powers ^b	Position Delegated and Applicable Limitations
	mortgage and to pay such a reduced sum to the Crown, local government or mortgagee.	
24(1)	The Authority's power to refer a claim for compensation under the Acquisition of Land Act 1967 (Qld) to the Land Court for determination.	The Chief Executive Officer.
29(1)	The Authority's power to agree upon the amount of compensation where the right to compensation is questioned.	The Chief Executive Officer.
29(1A) and (2)	The Authority's function to pay the amount of compensation determined by the Court or agreed upon with the claimant into the Supreme Court where the right to compensation is questioned.	The Chief Executive Officer.
29(3)	The Authority's power to pay into the Supreme Court the amount of any compensation under the Acquisition of Land Act 1967 (Qld) where the person to whom the amount is payable fails or refuses to accept payment or the Authority is unable for any reason to make payment to the claimant or obtain from the claimant a good and sufficient discharge for such payment.	The Chief Executive Officer.
30(4)	The Authority's function to pay the amount of compensation into the Supreme Court where compensation is determined or agreed to be paid to a claimant with a partial or qualified interest in the land taken and the claimant is not entitled to sell or dispose of their interest in land.	The Chief Executive Officer.
32(1)	The Authority's function to pay compensation to the mortgagee where appropriate.	The Chief Executive Officer.
36(1)	The Authority's power of entry under s.36 of the Acquisition of Land Act 1967 (Qld).	The Chief Executive Officer.
36(3)	The Authority's function to give notice to the occupier or owner.	The Chief Executive Officer.
36(7)	The Authority's power to agree on compensation to be paid under s.36 of the Acquisition of Land Act 1967 (Qld).	The Chief Executive Officer.
37(1)	The Authority's power to temporarily occupy and use any land for the purpose of constructing, maintaining or repairing any works and exercising the powers under s.37 of the Acquisition of Land Act 1967 (Qld).	The Chief Executive Officer.
37(2)	The Authority's function to give notice to the occupier or owner.	The Chief Executive Officer.
37(5)	The Authority's power to agree on compensation to be paid under s.37 of the Acquisition of Land Act 1967 (Qld).	The Chief Executive Officer.

SCHEDULE – <i>Acquisition of Land Act 1967</i> (Qld)		
Column 1 ¹	Column 2	Column 3
Section	Description of Delegated Functions and Powers ²	Position Delegated and Applicable Limitations
38(1)	The Authority's power to issue a warrant to the Sheriff to deliver possession of land taken under the Acquisition of Land Act 1967 (Qld).	The Chief Executive Officer.
41(1)	The Authority's power to offer land for sale to the former owner.	The Chief Executive Officer.

SCHEDULE – <i>Aboriginal Cultural Heritage Act 2003 (Qld)</i>		
Column 1	Column 2 ⁶	Column 3
Section	Description of Delegated Functions and Powers ⁷	Position Delegated and Applicable Limitations
91	The power of the Authority ⁸ to give written notice of a proposed cultural heritage management plan to various parties.	The Chief Executive Officer.
96	The power of the Authority to give public notice of a proposed cultural heritage management plan if there is no Aboriginal cultural heritage body and no Aboriginal party that is a native title party for a part of the plan area for the cultural heritage management plan.	The Chief Executive Officer.
97(2)	The power of the Authority to endorse an Aboriginal party identified in a response from an Aboriginal cultural heritage body to take part in developing a cultural heritage management plan.	The Chief Executive Officer.
98(2)	The power of the Authority to endorse an Aboriginal party to take part in developing a cultural heritage management plan.	The Chief Executive Officer.
99(2)	The power of the Authority to endorse an Aboriginal party to take part in developing a cultural heritage management plan.	The Chief Executive Officer.
100	The power of the Authority to give written notice of a cultural heritage management plan to an entity that becomes an Aboriginal party after the giving of the written notice but before the notice day for the proposed plan, and endorse the Aboriginal party to take part in developing the cultural heritage management plan.	The Chief Executive Officer.
101(2)	The power of the Authority to endorse an Aboriginal party to take part in developing a cultural heritage management plan in the absence of a response to a written or public notice of the proposed plan.	The Chief Executive Officer.
103	The power of the Authority to seek agreement with the endorsed parties about, and develop, a cultural heritage management plan.	The Chief Executive Officer.
105	The power of the Authority to negotiate and make every reasonable effort to reach agreement about the provisions of a cultural heritage management plan.	The Chief Executive Officer.

⁶ For the purposes of s.12(5)(a) of the Act, the Authority has the functions conferred on it under the Act as well as another Act. Therefore, the functions of a sponsor under the Aboriginal Cultural Heritage Act 2003 (Qld) will be a function of the Authority for the purposes of the Act.

⁷ For a more detailed description of the identified statutory function or power, refer to the Aboriginal Cultural Heritage Act 2003 (Qld).

⁸ The reference to "Authority" is a reference to the "Sponsor" as that term is defined in Schedule 2 of the Aboriginal Cultural Heritage Act 2003 (Qld).

SCHEDULE – <i>Aboriginal Cultural Heritage Act 2008 (Qld)</i>		
Column 1	Column 2 ⁶	Column 3
Section	Description of Delegated Functions and Powers ⁷	Position Delegated and Applicable Limitations
106	The power of the Authority to refer a dispute about a cultural heritage management plan to the Land Court for mediation.	The Chief Executive Officer.
107	The power of the Authority to give a cultural heritage management plan to the chief executive for approval.	The Chief Executive Officer.
111	The power of the Authority, where there is no endorsed party for a cultural heritage management plan, to object to the Land Court with respect to the refusal of the chief executive to approve the cultural heritage management plan.	The Chief Executive Officer.
112	The power of the Authority, after an unsuccessful mediation but before the end of the consultation period, to refer a cultural heritage management plan to the Land Court.	The Chief Executive Officer.
113	The power of the Authority, if the consultation parties have not agreed that the chief executive may approve a cultural heritage management plan, to refer the cultural heritage management plan to the Land Court after the end of the consultation period.	The Chief Executive Officer.
114	The power of the Authority to identify details of all other parties to an objection or referral to the Land Court.	The Chief Executive Officer.
115	The power of the Authority to give a document to the Land Court that outlines the nature and extent of the consultation and states why the sponsor believes the cultural heritage management plan makes enough provision for how the project is to be managed to avoid or minimise harm to Aboriginal cultural heritage.	The Chief Executive Officer.

SCHEDULE – <i>State Development and Public Works Organisation Act 1971</i>		
Column 1	Column 2 ⁹	Column 3
Section	Description of Delegated Functions and Powers	Position Delegated and Applicable Limitations
27AE(1)	The function of the Authority to give the Coordinator-General written notice of: (a) a change of the proponent for a relevant project; (b) a change in the proponent's contact details.	The Chief Executive Officer.
35C	The power of the Authority to apply to the Coordinator-General to evaluate the environmental effects of the proposed change, its effects on the project and any other related matters.	The Chief Executive Officer.
35N(2)(c)	The power of the Authority to provide written views about whether a proposed assessment should be made.	The Chief Executive Officer.
35N(6)	The power of the Authority to ask for extension of time.	The Chief Executive Officer.
54f	The power of the Authority to bring a proceeding under s.54F of the Act in relation to an offence or threatened or anticipated offence that is related to the relevant project.	The Chief Executive Officer.

⁹ For the purposes of s.12(5)(a) of the Act, the Authority has the functions conferred on it under the Act as well as another Act. Therefore, functions of a proponent under the State Development and Public Works Act 1971 (Qld) will be a function of the Authority for the purposes of the Act.

SCHEDULE – <i>Statutory Bodies Financial Arrangements Act 1982</i>		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions and Powers ¹⁰	Position Delegated ¹¹ and Applicable Limitations
31(1)	The power of the Authority ¹² to operate a deposit and withdrawal account with a financial institution (other than an account with an overdraft facility).	The Chief Executive Officer.
34(1)	The power of the Authority to borrow money with the Treasurer's approval.	The Chief Executive Officer.
35(3)	The power of the Authority to, with the Treasurer's approval: (a) create an encumbrance; or (b) otherwise transfer its property, or assign its income by way of security.	The Chief Executive Officer.
42(1)	The power of the Authority to invest under Part 6 of the Act.	The Chief Executive Officer.
47(1)(a) and 47(1)(b)	The power of the Authority to invest its funds at the most advantageous interest rate available to it at the time of the investment.	The Chief Executive Officer.
47(2)	The power of the Authority to keep records that show it has invested in the way most appropriate in all the circumstances.	The Chief Executive Officer.
52(2)(a) and 52(2)(b)	The power of the Authority to: (a) obtain the Treasurer's approval for continuing with the investment arrangement; or (b) liquidate the investment arrangement, including for example, withdrawing a deposit.	The Chief Executive Officer.
53(1)(a) and 53(1)(b)	The power of the Authority to enter into a derivative transaction under Division 1 of Part 7 of the Act in its own name or in the name of the person, who, with the Treasurer's approval, has been appointed in writing by the body as its agent.	The Chief Executive Officer.
53(2)(a) and 53(2)(b)	The power of the Authority to enter into a derivative transaction if the body is prescribed as a statutory body that may enter into derivative transactions and with the Treasurer's approval.	The Chief Executive Officer.

¹⁰ Under s.7 of the Statutory Bodies Financial Arrangements Act 1982 (SBFA Act), a statutory body may exercise a power under the Act only if the body is satisfied on reasonable grounds, that exercising the power is necessary or convenient for performing its functions under its authorising Act or another Act.

¹¹ The Chief Executive Officer may subdelegate a function under s.73(5) of the Act.

¹² Pursuant to s.11(1)(b)(ii) of the Act, the Authority is a statutory body under the SBFA Act.

SCHEDULE – <i>Statutory Bodies Financial Arrangements Act 1982</i>		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions and Powers ¹⁰	Position Delegated ¹¹ and Applicable Limitations
54	The power of the Authority to enter into a derivative transaction if the body does so to hedge against a risk to which the body is or will be exposed.	The Chief Executive Officer.
55(1)	The power of the Authority to give the Treasurer a report about the derivative transaction at the times prescribed under a regulation.	The Chief Executive Officer.
56(1)	The power of the Authority to give a copy of the report about the derivative transaction to the Minister who administers the body's authorising Act on the day it gives the Treasurer a report about a derivative transaction.	The Chief Executive Officer.
59(1)(a) and 59(1)(b)	The power of the Authority to appoint, in writing, a person (funds manager) to manage the investment of all or part of its funds if: (a) the body is satisfied, on reasonable grounds, the person is suitable to manage the investment of all or part of its funds; and (b) before appointing the person, the body obtains the Treasurer's approval of the appointment.	The Chief Executive Officer.
59(2)(a) and 59(2)(b)	The power of the Authority to ensure its appointment of the funds manager is subject to: (a) a condition to which the Treasurer's approval is subject; and (b) a subsequent amendment or repeal of the approval.	The Chief Executive Officer.
60A	The power of the Authority, with the Treasurer's approval, to enter into a type 1 financial arrangement.	The Chief Executive Officer.
61A(1) and 61A(2)	The power of the Authority, with the Treasurer's approval, to enter into a type 2 financial arrangement. The Authority's power to enter into a type 2 financial arrangement includes: (a) a type 2 financial arrangement necessary for, or incidental to, the exercise of another power under this Act; and (b) a type 2 financial arrangement not otherwise allowed under this Act.	The Chief Executive Officer.
62(1)	The power of the Authority to sign documents necessary for a financial arrangement that it may enter into under the Statutory Bodies Financial Arrangements Act 1982.	The Chief Executive Officer.
71(1)	The power of the Authority to apply, in writing, for the Treasurer's approval of the exercise of a power under this Act.	The Chief Executive Officer.

SCHEDULE – <i>Statutory Bodies Financial Arrangements Act 1982</i>		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions and Powers ¹⁰	Position Delegated ¹¹ and Applicable Limitations
74	The requirements imposed on the Authority to keep a register of the Treasurer's approvals under this division of the Act for the body's exercise of a power	The Chief Executive Officer

SCHEDULE – <i>Financial Accountability Act 2009 (Qld) (FA Act)</i>		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions ¹³ and Powers ¹⁴	Position Delegated ¹⁵ and Applicable Limitations
41(1) and (2)	The function of the Authority ¹⁶ to apply in writing to the Treasurer for approval of the exercise of a power under the FA Act.	The Chief Executive Officer.
44 (1) and (2)	The function of the Authority to apply to the Treasurer for amendment or repeal of a Treasurer's specific approval.	The Chief Executive Officer.
45(2)	The function of the Authority to keep a register of the specific approvals granted to it by the Treasurer.	The Chief Executive Officer.
57(4)	The function of the Authority to comply with the provisions of the financial and performance management standard.	The Chief Executive Officer.
61(a)	The function of the Authority to (a) to achieve reasonable value for money by ensuring the operations of the department or statutory body are carried out efficiently, effectively and economically.	The Chief Executive Officer.
61(b)	The function of the Authority to establish and maintain appropriate systems of internal control and risk management.	The Chief Executive Officer.
61(c)	The function of the Authority to establish and keep funds and accounts in compliance with the prescribed requirements.	The Chief Executive Officer.
61(d)	The function of the Authority to ensure annual financial statements are prepared, certified and tabled in Parliament in accordance with the prescribed requirements.	The Chief Executive Officer.
61(e)	The function of the Authority to undertake planning and budgeting for the accountable officer's department or the statutory body that is appropriate to the size of the department or statutory body.	The Chief Executive Officer.
61(f)	The function of the Authority to perform other functions conferred on the accountable officers or statutory bodies under this or another Act or a financial and performance management standard.	The Chief Executive Officer.

¹³ Pursuant to s.76(3) of the FA Act, a reference to a function includes a reference to a power.

¹⁴ For a more detailed description of the identified statutory function or power, refer to the Act.

¹⁵ The Chief Executive Officer may subdelegate a function under s.73(5) of the Act.

¹⁶ Pursuant to s.11(1)(b)(i) of the Act, the Authority is a statutory body under the FA Act.

SCHEDULE – <i>Financial Accountability Act 2009</i> (Qld) (FA Act)		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions ¹³ and Powers ¹⁴	Position Delegated ¹⁵ and Applicable Limitations
62(1)(a)	The function of the Authority to prepare annual financial statements for the department or statutory body in accordance with the prescribed requirements.	The Chief Executive Officer.
62(1)(b)	The function of the Authority to certify on the statements whether the statements comply in all material respects with the prescribed requirements in relation to the establishment and keeping of accounts.	The Chief Executive Officer.
62(1)(c)	The function of the Authority to have the statements audited as required under the Auditor-General Act 2009.	The Chief Executive Officer.
62(1)(d)	The function of the Authority to include the statements in the annual report of the department or statutory body.	The Chief Executive Officer.
63(1)	The function of the Authority to prepare an annual report as specified in a financial and performance management standard and give it to the appropriate Minister.	The Chief Executive Officer.
64(1)	The power of the Authority to divest itself of an investment gifted or bequeathed to it (only with the Treasurer's approval).	The Chief Executive Officer.

SCHEDULE – <i>Financial and Performance Management Standard 2019 (FPM Standard)</i>		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions ¹⁷ and Powers ¹⁸	Position Delegated ¹⁹ and Applicable Limitations
6	The function of the Authority to ensure an appropriate governance framework is established and maintained.	The Chief Executive Officer.
7(The function of the Authority to establish and maintain a cost-effective structure (an internal control structure) to provide for the internal controls of the Authority.	The Chief Executive Officer.
8	The function of the Authority to develop and implement, in compliance with the document called 'Agency planning requirements' prepared by the Department of the Premier and Cabinet: <ul style="list-style-type: none"> (a) a strategic plan covering a period of 4 years; and (b) an operational plan covering a period of not more than 1 year for the whole of the Authority or parts of the Authority for which it considers the plan is appropriate.	The Chief Executive Officer.
9	The function of the Authority to manage the performance of the Authority in accordance with the document called 'Queensland government performance management framework policy' prepared by the Department of the Premier and Cabinet.	The Chief Executive Officer.
10	The function of the Authority to establish and maintain a performance management system that complies with the FPM Standard for— <ul style="list-style-type: none"> (a) obtaining performance information to enable the Authority to determine whether it is— <ul style="list-style-type: none"> (i) achieving the objectives stated in its strategic plan efficiently, effectively and economically; and (ii) delivering the services stated in its operational plan to the standard stated in the plan; and (b) evaluating the achievement of its objectives 	The Chief Executive Officer.
11	The function of the Authority to establish, maintain and regularly review the resource management systems listed in s.11(1)(a)-(h) of the FPM Standard for efficiently, effectively and economically managing the resources of the Authority, having regard to the financial accountability handbook.	The Chief Executive Officer.

¹⁷ Pursuant to s.76(3) of the FA Act, a reference to a function includes a reference to a power.

¹⁸ For a more detailed description of the identified statutory function or power, refer to the Act.

¹⁹ The Chief Executive Officer may subdelegate a function under s.73(5) of the Act.

SCHEDULE – Financial and Performance Management Standard 2019 (FPM Standard)		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions ¹⁷ and Powers ¹⁷	Position Delegated ¹⁷ and Applicable Limitations
12	The function of the Authority to prepare and maintain a financial management practice manual for use in the financial management of the Authority in accordance with s.12 of the FPM Standard.	The Chief Executive Officer.
13(1)(a)	The function of the Authority to manage the revenue of the Authority in accordance with the revenue management system established under s. 11(1)(a) of the FPM Standard.	The Chief Executive Officer.
13(1)(b)	The power of the Authority to fix charges for goods or services provided by the Authority having regard to the document called 'Principles for fees and charges' published by the treasury department.	The Chief Executive Officer.
14(1) and (2)	The function of the Authority to manage the expenses of the Authority to achieve reasonable value for money in accordance with its established expense management system that is compliant with the requirements of s.14 of the FPM Standard.	The Chief Executive Officer.
15	The function of the Authority to keep a record of each special payment of the Authority that is more than \$5,000 that is compliant with the requirements in s.15(2) of the FPM Standard.	The Chief Executive Officer.
16 and 17	The function of the Authority to keep a record of, and where relevant make notification of, the losses it becomes aware of in compliance with the requirements of s.16 of the FPM Standard, or otherwise in compliance with the requirements of s.17 of the FPM Standard.	The Chief Executive Officer.
18	The function of the Authority to manage the Authority's assets in accordance with its asset management system established for the Authority in compliance with the requirements of s.18 of the FPM Standard.	The Chief Executive Officer.
19	The function of the Authority to manage the Authority's cash in accordance with its established cash management system and in compliance with the requirements of s.19 of the FPM Standard.	The Chief Executive Officer.
20	The function of the Authority to manage the Authority's liabilities in accordance with its established liability management system and in compliance with the requirements of s.20 of the FPM Standard.	The Chief Executive Officer.
21	The function of the Authority to manage the Authority's contingencies in accordance with its established contingency management system and in compliance with the requirements of s.21 of the FPM Standard.	The Chief Executive Officer.
22	The function of the Authority to manage the Authority's financial information in accordance with its established financial	The Chief Executive Officer.

SCHEDULE – Financial and Performance Management Standard 2019 (FPM Standard)		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions ¹⁷ and Powers ¹⁸	Position Delegated ¹⁹ and Applicable Limitations
	information management system and in compliance with the requirements of s.22 of the FPM Standard.	
23	The function of the Authority to manage the Authority's strategic and operational risks in accordance with its established risk management system and in compliance with the requirements of s.23 of the FPM Standard.	The Chief Executive Officer.
23(3) and 4)	The power of the Authority to establish a risk management committee to help with the management of risks.	The Chief Executive Officer.
24(2) and (3), 25	The function of the Authority to establish an internal audit function (operating under a charter established under s.25 of the FPM Standard) to carry out assurance activities if directed to do so by the appropriate Minister or if the Authority considers it appropriate.	The Chief Executive Officer.
26	The function of the Authority to, through its internal audit function, carry out planning appropriate to the size and functions of the Authority, including the preparation of a strategic audit plan and annual audit plan.	The Chief Executive Officer.
27(1)	The internal audit function of the Authority to (a) give the person in charge of an audited area a copy of the proposed report on the audit for the area; and (b) include, in the final report on the audit, comments by the person about the proposed report.	The Chief Executive Officer.
27(2)	The internal audit function of the Authority to give the final report on the audit to the Authority and its audit committee if established.	The Chief Executive Officer.
28	The function of the Authority to consider, and taken necessary action in respect of, the report given under s.27 of the FPM Standard.	The Chief Executive Officer.
30	The power of the Authority to establish an audit committee in compliance with the requirements of s.30 of the FPM Standard.	The Chief Executive Officer.
32, 33 and 34	The function of the Authority to establish and maintain a contract performance guarantee system, in compliance with the requirements of ss 32, 33 and 34 of the FPM Standard, for— (a) deciding which contracts entered into by or for the Authority must require the giving of a contract performance guarantee; and (b) managing the contract performance guarantees given to the Authority; and (c) identifying, as soon as practicable, whether an approved security provider who has given a contract performance	The Chief Executive Officer.

SCHEDULE – <i>Financial and Performance Management Standard 2019 (FPM Standard)</i>		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions ¹⁷ and Powers ¹⁸	Position Delegated ¹⁹ and Applicable Limitations
	guarantee to the Authority has stopped being an approved security provider.	
39(2)	The function of the Authority to, for each financial year, prepare its annual financial statements in accordance with the minimum reporting requirements stated in the financial reporting requirements document.	The Chief Executive Officer.
39(5)	The function of the Authority to within the period stated in s.41 of the FPM Standard, give the annual financial statements to the authorised auditor for the Authority for audit.	The Chief Executive Officer.
41(1)(b) and (2)	The function of the Authority to give the annual financial statements to the authorised auditor by a day agreed between the Authority and the authorised auditor.	The Chief Executive Officer.
46	The function of the Authority to prepare an annual report in accordance with the annual report requirements document and in compliance with the requirements of s.46 of the FPM Standard.	The Chief Executive Officer.
47	The function of the Authority to give an annual report for a financial year to the appropriate Minister by a day agreed between the Authority and the appropriate Minister, in compliance with s.47 of the FPM Standard.	The Chief Executive Officer.

SCHEDULE – <i>Human Rights Act 2019</i>		
Column 1	Column 2	Column 3
Section	Description of Delegated Functions and Powers	Position Delegated and Applicable Limitations
97(2)	The power of the public entity to include in its annual report the information as specified in s.97(2) of the Act.	The Chief Executive Officer.



Position Description

Position Title:	Chief Compliance Officer
Business Area:	Strategic Governance, Assurance and Compliance
Employment Status:	Temporary full time
Location:	Brisbane

The Cross River Rail Project:

Cross River Rail is a new 10.2km rail line including 5.9km of twin tunnels running under the Brisbane River and CBD that will unlock a bottleneck at the core of the rail network and that will transform the way we travel across the whole of South East Queensland.

It will include four new underground stations through the middle of Brisbane, provide a new above-ground station at the RNA Showgrounds, upgrade six stations between Fairfield and Salisbury, deliver three new stations on the Gold Coast and introduce a new world-class signalling system to the wider SEQ rail network.

Once Cross River Rail is operational, journeys will be quicker, stations will be in more convenient locations and there will be capacity to increase train services as our population grows. Making public transport a more viable option for the whole region and helping to ease congestion on our roads

More than just a rail project, Cross River Rail also presents opportunities for urban renewal and precinct development at each of its major station locations, including Boggo Road, Woolloongabba, Albert Street and Roma Street.

Major construction of Cross River Rail commenced in 2019 and first services are expected to operate within 2026.

For further information visit our website at www.crossriversrail.qld.gov.au

Role Overview:

The purpose of the position is to lead the establishment, monitoring, execution and review of the Cross River Rail Delivery Authority's overall governance, assurance and compliance framework and systems across all areas of the Cross River Rail Delivery Authority (Delivery Authority) including Queensland Procurement Policy and the Best Practice Principles.

The position reports to the Chief Executive Officer and works as part of the Executive Management Team.

Key Responsibilities:

Leadership and collaboration

- Working with the Chief Executive Officer (CEO) and as a member of the Executive Management Team (Strategic Leadership Group), provide leadership of the implementation of the governance, assurance and compliance framework and systems for the Delivery Authority.

- Work closely with the Executive Management Team to communicate and ensure clarity of understanding of the governance, assurance and compliance framework.
- Monitor the effective execution and operation of the Corporate Governance and Assurance framework.
- Assess relevant risks and controls and recommend mitigation strategies.
- Lead and manage performance reporting, assurance activities and manage expectations of all stakeholders.
- Foster a culture based on good governance, commitment to excellence and a high standard of professional ethics ensuring that the Delivery Authority operates in an environment based on high transparency, open communication, consultation and trust.
- Represent the Delivery Authority at meetings, forums and committees, ensuring effective negotiation and resolution of significant issues.
- Manage the budget for the Strategic Governance, Assurance and Compliance to support the overall Cross River Rail objective of delivering the project in the agreed timeframe, budget and specifications that realise the anticipated benefits for the state.

Audit and assurance activities

- Lead the development and implementation of the compliance audit schedule focussed on the performance of contractor(s) in relation to their Queensland Procurement Policy (including Best Practice Principles) obligations.
- Lead a team of professionals to undertake robust audits and assurance activities of the head contractor(s) and sub-contractor(s) as required.
- Engage external audit resources as required to undertake specific audits.
- Lead the review of contractor(s) compliance management plans and arrange for feedback to be provided.
- Monitor contractor(s) progress by tracking activity, resolving problems and recommending actions.

Union engagement

- Provide effective interface/engagement with relevant unions on behalf of the Delivery Authority.
- Investigate issues raised by unions, subcontractors and/or individual workers and take appropriate action to resolve.
- Provide Industrial Relations advice to the CEO and internal stakeholders to support relevant briefings to the Director-General of Transport and Main Roads (TMR), the Minister and other relevant stakeholders.
- Work with the CEO and senior Delivery Authority officers to develop strategies and plans to ensure the Delivery Authority fulfills its obligations in relation to industrial harmony.

Key competencies

The successful candidate will be able to demonstrate the following key competencies:

- Demonstrated experience leading and managing the implementation of governance, assurance and compliance frameworks and systems in a major project delivery or complex organisational environment.
- Demonstrated expertise in governance, assurance and compliance frameworks and systems implementation including knowledge of the key ingredients for success and risks involved.
- Demonstrated experience with industrial relations and engagement with union officials.
- Demonstrated business analysis for major projects and/or programs of work.

- Demonstrated experience in working as a member of a leadership team and contributing to the achievement of team and organisational outcomes.
- Proven ability to solve problems and provide strategic advice and recommendations.
- Qualifications in engineering, management or risk are desirable.

How to apply:

Please provide the following information for the selection panel to assess your suitability for this role:

- A maximum two page covering letter addressing the key competencies for the role.
- Your CV or resume.

Additional information

- Work outside of normal business hours, on weekends and public holidays may be required.
- A criminal history and/or integrity check may be initiated for the preferred applicant.
- Applications will remain current for a period of up to 12 months and may be considered for other vacancies which may include an alternative employment basis (temporary; full time or part time).
- To be appointed to a position, you must be: an Australian citizen, have permanent residency status or have a visa permitting you to work permanently in Australia. You are required to provide evidence in the form of a scanned copy of your passport, birth certificate or document from Immigration confirming your residency.
- All newly appointed employees to the Queensland public sector are obliged, within one month of starting duty, to make a disclosure of any employment as a lobbyist in the previous two years.
- The recommended applicant will be required to disclose any serious disciplinary action taken against them in public sector employment.
- Probationary periods apply to all new employees.
- The Delivery Authority requires personal information and documents relevant to your employment. The collection and handling of this information will be consistent with the requirements of relevant privacy legislation.
- All employees are required to actively participate in consultation and communication with supervisors and management regarding health, safety and wellbeing issues and comply with all provisions of the relevant workplace health and safety legislation and related health, safety and wellbeing responsibilities and procedures developed by the Delivery Authority.
- Employees are required to acknowledge they understand and abide by their obligations under the Delivery Authority Code of Conduct and agree to align their professional conduct to these obligations.
- The Delivery Authority abides by the Queensland Employment Standards outlined in the *Industrial Relations Act 2016*.



Thursday, 2 May 2024



Update on union activity at CRR worksites

Team,

As you know, CFMEU members directly employed by CPB Contractors have been continuing with industrial action since Tuesday 30 April. With activity now expected to continue until Saturday 4 May.

Yesterday afternoon, CPB Contractors applied to the Federal Court for an urgent injunction against the CFMEU, in response to concerns about some of the behaviours witnessed at multiple worksites since Tuesday.

Further to this application, the Federal Court has issued an injunction against the CFMEU with effect from 9pm yesterday evening, that prohibits the CFMEU including its delegates, office holders, employees and any other representatives from:

- physically obstructing or physically impeding the free movement of goods or people to and from a Point of Entry at a CRR Construction Site; or
- abusing, threatening, harassing or intimidating any person entering or leaving a CRR Construction Site; or
- aiding, abetting, counselling, procuring or inducing any person to engage in the conduct listed above.

As a result of the Federal Court's orders, all CPB direct hire employees have been asked to resume normal work, as planned, from this morning Thursday 2 May 2024.

The industrial action occurring at our worksites this week relates to the ongoing negotiation of an Enterprise Bargaining Agreement for Cross River Rail worksites and is a matter between our major contractors and unions representing direct employees.

That said, Delivery Authority staff should take into consideration that while site access may no longer be blocked, worksites will still be disrupted by protest activity for the remainder of this week.

The safety and wellbeing of all workers on Cross River Rail continues to be our highest priority, including Delivery Authority staff.

If you were intending to visit any of our sites for work purposes, please check in with your Team Leader to re-evaluate the purpose and timing of your visit.

If you have any immediate concerns regarding this message or are in anyway concerned about how you might be impacted, please reach out to your Manager in the first instance, or contact [People and Culture](#).

SAFETY MEANS MORE

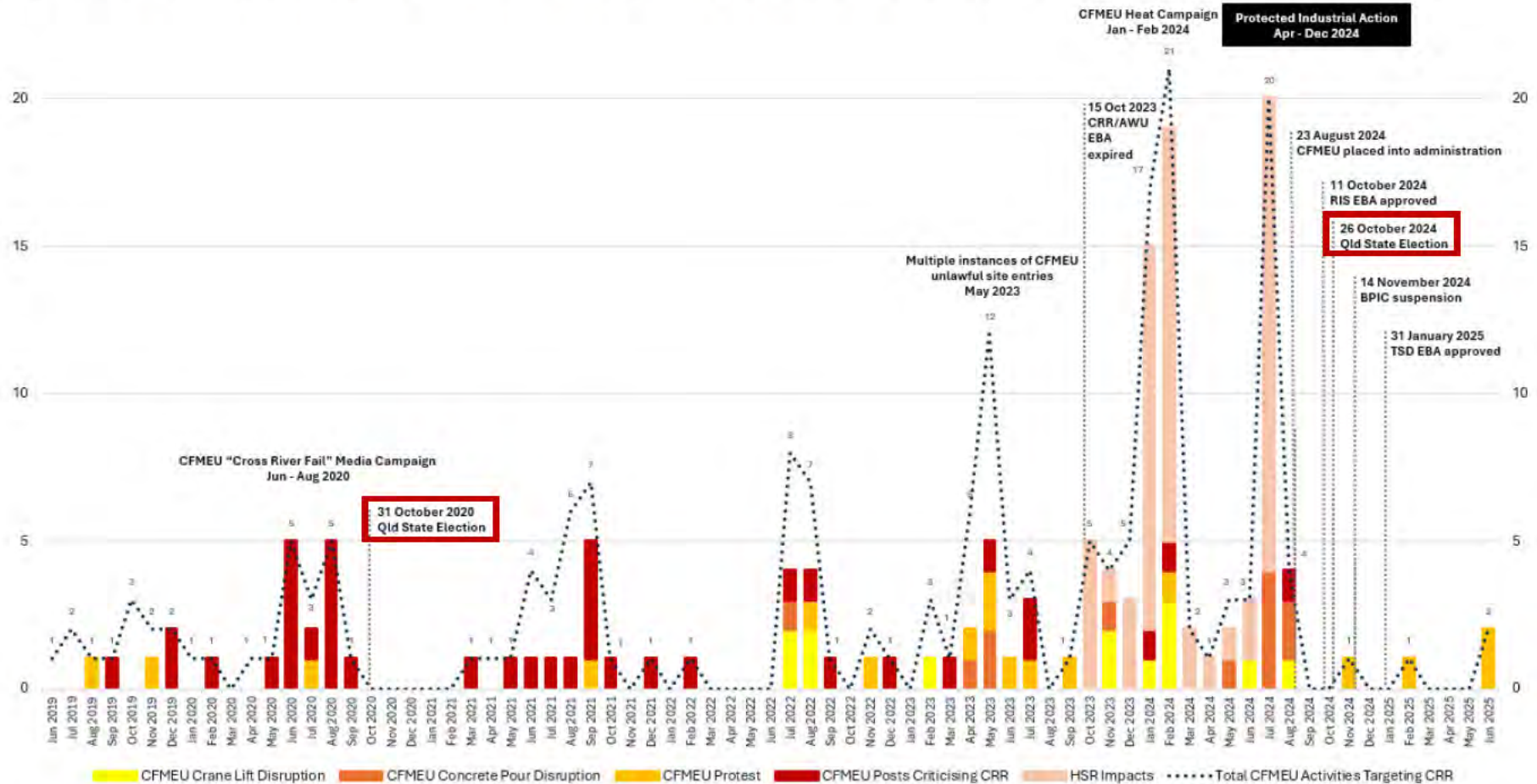
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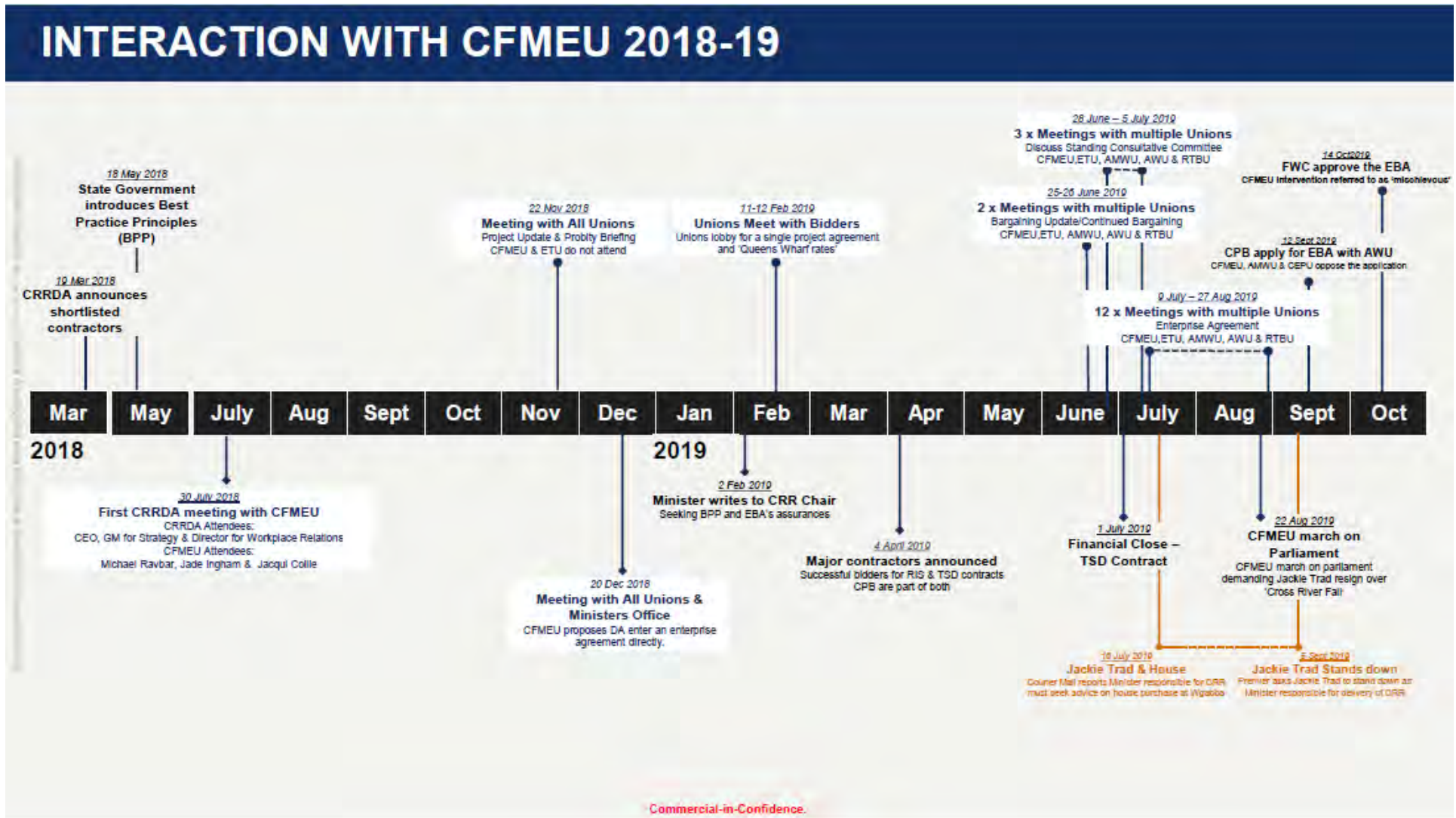
Graph 1 – Total Incidents of CFMEU activity per month

38. The graph below conveys several principal observations regarding CFMEU activity on the Cross River Rail project.



Graph 1 - Total Incidents of CFMEU Activity per Month

Graph 2 – Timeline of interaction with CFMEU 2018 – 2019



Graph 2 - Timeline of interaction with CFMEU 2018-2019

GN-11

Notes of recollections of Meeting with CFMEU

Date: 30 July 2018

Attending: CFMEU – Michael Ravbar, Jade Ingham, Jacqui Collie
CRRDA – CEO, GM - Strategy

Location: Cross River Rail Delivery Authority Board Room, Lev 6, 123 Albert Street.
Brisbane

Discussion:

- It was outlined to the CFMEU representatives that the meeting was prompted by the Government's recent adoption of the Better Practice Principles (BPP) policy and that this policy would be applied to the procurement process underway for the various Cross River Rail contracts
- The short-listed bidders for the packages of work, announced in March 2018, would be required to submit their response to the BPP policy as part of their submissions for assessment.
- The meeting was very tense and the senior CFMEU representatives were very dismissive of the procurement process underway.
- The CFMEU members said that there should be a single Project Agreement to cover all aspects of the project. It was pointed out by the CRRDA that the outcome of the procurement process was not complete and that there was the potential for multiple contractors and different coverage, based on scope of work. This response was note well received by the CFMEU representatives. It was evident that the CFMEU wanted to shape the enterprise bargaining agreement process.
- The CFMEU representatives also expressed that they knew which the better contractors and CRRDA should ask the unions opinion of which one is best for the project's delivery.
- The CRRDA made it clear that given the status of the procurement process already underway, strict probity requirements needed to be maintained.
- It was also made very clear the inappropriateness of the suggestion by the CFMEU that they advise the CRRDA on the selection of the preferred tenderer and outcome of the commercially sensitive selection process.
- This brought the meeting to a close

GN-12

Angie Smicek

From: Matthew Martyn-Jones
Sent: Sunday, 9 December 2018 8:44 PM
To: Michael Glover
Subject: Fwd: meeting with unions

Sent from my iPhone

Begin forwarded message:

From: Rob McPherson <[REDACTED]>
Date: 9 December 2018 at 6:33:51 pm AEST
To: Graeme Newton <[REDACTED]> Matthew Martyn-Jones <[REDACTED]>
Subject: meeting with unions

Hi Graeme & Matt,

Just a quick email re the above topic.

I understand that the CFMEU have said they won't meet with the Delivery Authority if I attend.

I am of the firm view that my role should attend this meeting.

My recommendation to the CRRDA is that we cannot accept the demand of the union.

I recommend this because, to allow the unions to dictate terms in this way will create a precedent, anyone the unions dislike or disagree with they can have removed or sidelined – this would send a message to the unions that the CRRDA is prepared to acquiesce to their demands.

This issue is particularly acute in the current circumstance:

- Where the CRRDA are being subjected to union demands that we implement a project or framework agreement which would:
 - Require the DA to break the law; and
 - Open the capacity for additional projects costs in the \$100's of million
- The Townsville Stadium is the subject of a union campaign, disputation and a budget blowout of \$50M

I would welcome the opportunity to further discuss and understand our approach on this issue.

Regards,

Rob McPherson

Director - Training & Workplace Relations | Strategy, Communications & Engagement

📍 Floor 6, 123 Albert Street | Brisbane Q 4000

📍 PO Box 15476 | Brisbane City East Q 4002



GN-13

Notes of recollections of Meeting with various unions

Date: 20 December 2018

Invitees: Representatives from CFMEU (Jade Ingham) ETU, AMWU, PPTEU, RTBU, AWU

[Note, recollection was the AWU was not in attendance]

Deputy Premier, Chief of Staff, Senior policy Advisor

CRRDA – Chairman, CEO, GM Strategy, Probity Advisor

Location: 1 William Street, Brisbane

Discussion:

- Overall and from the outset the meeting was very tense and at moments became quite hostile, with the CFMEU representative standing and yelling across the table.
- Discussions were led by the CFMEU, with a strong assertion for a highly prescriptive Project Agreement (note, the terminology being used at times was a “framework agreement”).
- The position taken by the unions was that the “framework agreement” could encapsulate all the union demands and that the CRRDA should enter into this agreement with the unions.
- The expectation was that CRRDA would then impose this agreement as part of the procurement process, which was at an advanced stage of assessment.
- CRRDA and government representatives pointed out the flaws in this suggestion and such a process would cause potential regulator breeches under the various legislative frameworks.
- CRRDA pointed out that the enterprise bargaining agreement process involves the unions with the relevant coverage and contractors (as employer of the workforce).
- This response was not well received by the unions and led to hostile behaviour directed at the CRRDA. The union dialogue went on for some time, and the exchanges became quite circular in covering the same topics as outlined above and it was evident that the union representatives were not satisfied with the responses. At one stage a union representative mentioned the name of a contractor bidding for the work.
- The probity advisor intervened at this stage and made it clear that mention of contractors by name was inappropriate and that the discussions about the content of the enterprise bargaining agreement should be with the contractors, potentially via a pre-engagement meeting.
- The unions then shifted the focus on why the CRRDA had not arranged meetings between the unions and the short-listed contractors.
- The CRRDA pointed out that the short-listed contractors were publicly known and the unions were free to contact them at any time.
- Again, this was not well received by the CFMEU representative who aggressively stated that it was responsibility of the CRRDA to arrange meetings between the unions and the contractors.
- The CRRDA, while expressing disagreement with the statement that it was the CRRDA responsibility to arrange meetings, made an offer to facilitate the initial meetings.
- The Deputy Premier then brought the meeting to a conclusion and said she would write to the CRRDA and provide expectations around compliance with the Better Practice Principles policy and that this would need to be demonstrated by the bidders.

20/12/2018

Union Meeting with DP & PL

- Note AWU did not attend

- Meeting was quite tense and at moments hostile
- Unions made multiple false assertions about the project agreement process and the government's ability to enter into such an agreement
- They used the term Framework Agreement as a way of avoiding Project Agreement but essentially they wanted the government via the DA to agree terms + conditions at a framework level and impose that onto the bidders
- The DP pushed back and seemed to understand the requirements of the FW Act + ABCC Code
- The focus shifted to why hadn't the contractors met with unions
- I explained that we had not told anyone/ or given instructions about meetings + the unions + bidders are free to meet with each other (we are aware the AWU has already had extensive meetings) 3
- That was not well received + I was attacked by CFMEU rep saying it was our responsibility to get bidders to meet with unions
- We offered Paul Inches as a conduit to us if unions wanted any discussions
- The meeting went on for some time with many circular lines of argument which felt like the union reps were never going to be satisfied
- At one stage a rep from metals union started to name a contractor and the probity advisor intervened to shut down the direct ref
- In the conclusion the DP said she would write to the DA and set expectations around compliance with BPP and that it would need to be demonstrated as part of CBRC submission

GN-14

Proponent Engagement with Union Representatives

Meetings arranged and observed by CRRDA

RIS - 11 Feb 2019 – Unity / River City

TSD – 12 Feb 2019 – Qconnect / Pulse / Centriq

Attendees – Common across all Proponent meetings

Name	Position	Organisation	Contact Details
Union Representatives			
Josh		AMWU	
Mark Raguse	State Organiser	AWU	
Mark			
Jade Ingham		CFMEU	
Peter Ong	State Secretary	ETU	
Gary O'Halloran	State Secretary	Plumbers	
Owen Doogan		RTBU	
Other Attendees			
Rory O'Connor	Probity Advisor	OCM	
Paul Inches	IR Advisor	CRRDA (Observer)	
Jason Malouf	Transaction Advisor	CRRDA (Observer)	

Note – Union representative contact details provided to all Proponents

Agenda and meeting protocol – issued to unions

- not part of evaluation
- ensure Proponents are fully informed for response to BPP

General overview of union expectations – common across all Proponent meetings:

CFMEU, ETU, AMWU, Plumbers – similar position across all unions:

1. Project Agreement
 - Single project agreement
 - All unions, all trades, all subcontractors covered
 - Queens wharf rates
 - Different trades in separate schedules to Agreement (CFMEU, ETU, AMWU, Plumbers)
 - Unions will sort out coverage between themselves
2. Delegates – strong on-site union representation required
3. Subcontractors – will adopt the Project Agreement.
4. Direct employment only
 - Labour hire is short term top-up
 - Temporary visa workers – not required
5. 15% training policy
 - Genuine outcomes - not lip service, not training 'bosses'
 - Complete apprenticeships on the job (4-5 year project)
 - Indigenous training outcomes
6. Safety
 - HSR represent workers and unions, not bosses
 - HSR not victimised for raising issues
 - HSR paramount – demonstrate safety before production, not lip service
 - Licences for legislated work
7. General
 - Don't want different rates of pay on the job – direct workforce and subbies

- Once agreement is signed, contractors don't abide by it down the track

AWU - outlined its understanding of the of the BPP:

- A commitment to good industrial harmony
- Industry rates to attract and retain workers
- Agreements consistent with Queensland industry rates
- One tunnelling agreement (AWU) plus 1 or 2 other agreements with unions who have relevant coverage
- Direct hire workforce; not subcontract labour hire
- No labour hire on overseas work visas; 457 visa is not BPP
- Collaborative and robust safety with HSR and union; freedom to report and no punitive action against HSR
- Genuine apprentices, trainees and indigenous training.

RTBU – happy with comments and questions from other unions, will talk further down the track.

BPP Stakeholder Engagement – Unity (RIS)

(11 Feb 2019 - Dexus, 1 Eagle St, 1.30-2.15pm approx.)

Unity representatives

- Vince Sanfillippo (CPB), Iain Ward (CPB)

Union comments	Proponent responses
Overall expectations - as outlined above	CPB have done numerous major projects with unions
<p>Agreement</p> <p>Concern is about the instrument and whether bidders are covering expected market rates and conditions - competing for resources</p> <p>Government mentioned other project agreements - only Queens Wharf will be mentioned here.</p> <p>ETU don't want to be in a position that Proponent has not allowed right rates.</p>	<p>CPB will sit down with unions and negotiate agreement with pay rates that attract and retain</p> <p>CPB aware of market rates and need to attract good labour</p> <ul style="list-style-type: none"> - Researched comparative jobs on East Coast - Public agreements set awareness of market - Sydney cheaper than Brisbane, Melbourne more expensive - Other previous major project agreements <p>Delegates – common on major projects</p> <p>Continue dialogue directly with each union - Kristy is IR senior manager who will negotiate agreement (with Iain and Vince)</p>
<p># trainee and apprentices</p> <p>Training 15% – want 15% apprentices</p>	Training 15% - will follow the policy
<p>% direct workforce</p> <p>Will subbies come under the agreement?</p> <p>Local content (e.g Airport link) done with migrant labour.</p>	<p>Engage further on what is lawful and structure of the agreement</p> <ul style="list-style-type: none"> - Shutdowns are piecemeal - Keen on self-perform but need resource solutions for peaks and troughs - Need to work through the right solution for the project <p>Unity Consortium</p> <ul style="list-style-type: none"> - CPB, UGL, AECOM, Jacobs - Signalling and overhead specialists - Rail specialists not identified <p>CPB owned by Spanish - no intention to go overseas and bring in labour</p> <p>Attract Qld workforce back from down south</p>
Safety concerns	Safety system, approach and record would stack up as one of the best there is

BPP Stakeholder Engagement – River City (RIS)

(11 Feb 2019 - Dexus, 1 Eagle St, 2.15-3.00pm approx.)

River City representatives

- David Rowbotham (LOR); Paul Barrie (LOR), Dane (LOR)

Union comments	Proponent responses
Overall expectations - as outlined above Financial capacity?	Comply with government policy Proponents to respond on 4 elements of BPP
Agreement Government mentioned others project agreements - only Queens Wharf will be mentioned here No contract from contractor - unaware of costings and may not meet union expectations	LOR have done major projects – understand expectations Major project rates are the expectations for this project, to attract and retain suitable labour Aware previous projects - probity framework does not allow direct engagement at this stage (*) Delegates – accept nominations for review Project Agreement <ul style="list-style-type: none"> - Usually not done prior to award, may be sooner - No objection to starting the conversation next week. <i>[* CRRDA and Probity Advisor noted that protocols allow for Proponents to request third party engagement during the bid phase.]</i>
# trainee and apprentices 15% apprentices - union RTOs	15% of total hours is training <ul style="list-style-type: none"> - 40% of deemed hours to training - 60% is apprentices - Numbers for RIS don't include tunnel Commitment to training needs analysis and upskilling, particularly for specialist trade shortages
% direct workforce How is local content assessed (not back packers)? Visibility of subbie agreements?	No intention to hire overseas workforce - proof of right to work 95% plus local workforce - upskilling not foreign Consortium (Laing O'Rourke, GHD, Aurecon, Systra) Direct workforce 150 - mix of trades (stations, civils, track, electrical, signalling, etc.) Overhead is direct hire Subcontractors - some aspects to be finalised <ul style="list-style-type: none"> - Golding - Judge Bros - Downer - Other subbies post-preferred Subbies must adopt BPP governance 5-10% direct – rest are subbie or may be QR in the alliance
Safety concerns	Agreed that safety is paramount and collaborative approach is needed

BPP Stakeholder Engagement – Qconnect (TSD)

(12 Feb 2019 - Dexus, 1 Eagle St, 1.30-2.15pm approx.)

Qconnect representatives

- Chris Oliver (ProjectCo), Glen McIlroy (LL), Chris Chwee (JH),

Union comments	Proponent responses
Overall expectations - as outlined above	Reference to Melb Metro as recent project example of approach and outcomes being achieved
Agreement No approach from bidder to engage with unions to date John Holland single union AWU agreement on Airport Link - example of what not to do (CFMEU)	Recent Melb Metro approach - - Engaged with all unions post 'preferred' Proponent stage - 'Greenfield' agreement with AWU/CFMEU - Employing direct labour Not yet engaged as JV for this project - individual JV partners have already spoken to unions Probity(*), confidentiality and commerciality constraints with third party discussions in competitive phase Have looked at reference project agreements Developed sound IR strategy - expectation of continuing dialogue <i>[* CRRDA and Probity Advisor noted that protocols allow for Proponents to request third party engagement during the bid phase.]</i>
# trainee and apprentices	15% - policy Local content - policy QHub – JV employment and training facility, as per Melb Metro, Adelaide, West Sydney, etc. Indigenous – raw recruitment in conjunction with CFMEU
% direct workforce	Comply with law in relation to subcontractors Subcontract selection across all performance criteria Self-employ - tunnelling Subcontract and labour hire 30-40%.
Safety concerns	Committed to industry best practice

BPP Stakeholder Engagement – Pulse (TSD)

(12 Feb 2019 - Dexus, 1 Eagle St, 2.15-3.00pm approx.)

Pulse representatives

- Saori Peguchia (ProjectCo), Andrew Large (CPB), Dale Gilbert (Ghella)

Union comments	Proponent responses
Overall expectations - as outlined above	Understand compliance with BPP is required Noted competitive process and maintaining commercial confidentiality of submission
Agreement Contractors do what they like once job is won - need some proof	Major Project Agreement - similar to what has been done in the past Negotiate Agreement at preferred stage - can't disclose commercial details in a competitive process. Expectation that continuing dialogue is ongoing.
# trainee and apprentices	Training – genuine apprentices and first aid 15% training rule – staff and workforce
% direct workforce Contractors do what they like once the agreement is done - need to see proof Expect subbies are under the agreement but not convinced Concerned contractors can do an agreement and then bring subbies under their own agreements	Direct labour used on previous projects Attract Qld workforce back to Brisbane from down south Subcontractor code is law, don't break the law Subcontractors have own agreements – no commitments, case by case basis Harness local resources - have not engaged overseas labour in the past Ghella – understand what it means to work in Australia - use local resources - expand local resource capacity - next level in safety
Safety Corporate language doesn't flow down to workforce due to pressures of production.	Agreed that safety is critical at all levels

BPP Stakeholder Engagement – Centriq (TSD)

(12 Feb 2019 - Dexus, 1 Eagle St, 3.30-3.45pm approx.)

Centriq representatives

- Paul Digby (ProjectCo), Karl Retschko (ProjectCo), Tom James (Acciona)

Union comments	Proponent responses
Overall expectations - as outlined above	
Agreement Concerns re industrial agreements	<p>Has been some initial meetings to date with unions present – still in procurement process (*)</p> <p>Project agreements with different unions is current approach - consistent other major projects – Tunnel, Buildings, Fit-out/ Services, Trackwork</p> <p>Different unions is basis of offer [met with a couple of unions – represented]</p> <p>Need to discuss what a single agreement looks like</p> <p>Aware of QW conditions</p> <p>Expected to follow up from this meeting with each organisation</p> <p><i>[* CRRDA and Probity Advisor noted that protocols allow for Proponents to request third party engagement during the bid phase.]</i></p>
# trainee and apprentices	<p>Average 2500 workforce (peak 3000)</p> <p>8% indigenous employee; 3% indigenous business involvement</p> <p>Women and long term unemployed - double industry average</p> <p>Commitments made in submission</p> <p>Tunnelling – all direct hire</p> <p>85 apprentices and 57 trainees over the duration of project</p>
% direct workforce	<p>No need for workforce visas</p> <p>Minimal labour hire</p> <p>Tunnelling direct hire</p> <p>Building – labour hire not normally used</p> <p>Propose alliance for southern rail works and building partner (complete works packages)</p>
Safety Concerns re safety record (e.g. Toowoomba) Unions hear the same safety story at start of every job - safety gets compromised due to pressure on the job to deliver How will contractor make sure of safety outcomes	<p>'We must succeed in safety and we will'</p> <p>Different safety system to Toowoomba - behavioural based system</p> <p>Toowoomba is not Acciona safety system - behaviour based system is different</p> <p>Key areas of focus and innovation: Silica dust and diesel fumes Safety training school (ex GS Eng) Involvement with CSC Use of technology in safety</p>

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Published Thursday, 04 April, 2019 at 08:30 AM

JOINT STATEMENT



Premier and Minister for Trade

[The Honourable Anastacia Palaszczuk](#)

Deputy Premier, Treasurer and Minister for Aboriginal and Torres Strait Islander Partnerships

[The Honourable Jackie Trad](#)

Minister for Transport and Main Roads

[The Honourable Mark Bailey](#)

Major contractors appointed to build Cross River Rail

The Palaszczuk Government has today announced the companies that will build the transformational \$5.4 billion Cross River Rail Project.

The 10.2 kilometre rail line will run from Dutton Park to Bowen Hills, with a 5.9 kilometre twin tunnel under the Brisbane River and CBD, four new underground stations and upgrades to existing stations.

Following a comprehensive evaluation process, the project's major works packages will be delivered by the following world-class consortia:

- PULSE - the Tunnel, Stations and Development (TSD) public private partnership;
- UNITY - the Rail, Integration and Systems (RIS) alliance; and
- Hitachi Rail STS - the European Train Control System (ETCS).

Premier Anastacia Palaszczuk said the project would generate 7,700 jobs, including 450 apprentice and training opportunities.

"We're focussed on building the major infrastructure Queenslanders need and delivering local jobs. That is what Cross River Rail is about," the Premier said.

"Cross River Rail is Brisbane's new underground. It means more trains, more often across the entire South-East.

"As well as improving connectivity across the entire south east, it will create new precincts at Boggo Road, Woolloongabba, Albert Street, Roma Street and Exhibition, helping Brisbane evolve as a world-class city.

"As a result of this historic investment, hundreds of new job opportunities will be delivered, for a once-in-a-lifetime opportunity to work on a project that will fundamentally change our region.

"This megaproject is a defining moment for Queensland and vital as our population booms."

Deputy Premier and Treasurer Jackie Trad said the high calibre of companies that bid to deliver Cross River Rail demonstrated how significant the project was for Queensland.

"I congratulate the proponents on advancing to this stage. Across the three works packages, there have been hundreds of people working tirelessly behind the scenes to develop the comprehensive bids and I thank them all for their hard work," Ms Trad said.

"Cross River Rail will double our heavy rail capacity through the CBD, unlocking the network for future growth and delivering more trains, more often.

"We have fully-funded this \$5.4 billion project because we were sick of waiting on the LNP in Canberra to come to the table.

"As one of Australia's fastest growing regions, we have to build the infrastructure we need now to ensure we keep pace with this growth. We don't want to be left playing catch-up like Sydney and Melbourne."

Minister for Transport and Main Roads Mark Bailey said because of the Palaszczuk Government's decisive action, Cross River Rail would be ready to service the South-East by 2024.

"A turn-up-and-go network will encourage people to leave their cars behind, in turn easing congestion and making whole of South East Queensland even more liveable," Minister Bailey said.

"Jobs that will be created while we transform the south east include opportunities in construction, demolition, tunneling, electrical trades, design, engineering, and project management."

CIMIC Group Chief Executive Officer Michael Wright said the consortia was excited to start work.

"CIMIC Group is Australia's premier rail infrastructure and services provider. Our end-to-end capability enables us to finance, design, construct and maintain the new tunnels and rail stations combining the collective expertise of Pacific Partnerships, CPB Contractors and UGL," Mr Wright said.

"It's our privilege to work with the Cross River Rail Delivery Authority to deliver high-quality rail assets and services for Southern Queensland, enabling a world class public transport system across the entire region."

Iain Ward, Alliance Manager, said that UNITY Alliance is proud to be delivering this important component of Cross River Rail, a landmark project for Queensland.

"The Rail, Integration and Systems package is crucial to the overall delivery of the project and we're committed to seamlessly and safely integrating our works into the wider project," Mr Ward said.

"Together with our partners in the Cross River Rail Delivery Authority and Queensland Rail, we look forward to contributing to this important project for the people of South East Queensland."

Hitachi Rail STS CEO Andy Barr said they are extremely proud to have been appointed for the ETCS.

"This will be a transformational project for the city of Brisbane. We have a proven track record for successful technical integration on rail projects worldwide, an established and talented local team based in our head office in Brisbane, and a firm commitment to build and enhance the social connection and liveability framework of growing cities such as Brisbane."

Through to mid-2019, the Cross River Rail Delivery Authority will continue to work with the respective consortia for the three works packages to achieve contract finalisation, the delivery schedule, and contractor mobilisation.

It is expected that contractors will establish a site presence from late 2019.

ENDS

Media contact: Geoff Breusch – [REDACTED]

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GN-16

Summary of meetings as at November 2019

Date	Meetings	Additional information
30 July 2018	Delivery Authority met with CFMEU to explain contractor would bargain agreements in usual way	CFMEU said it wanted a single 'Project agreement' and that it could 'tell us which contractor would be the right one'.
20 December	Meeting with CRRDA and DP Office with all unions	Outcome is that all bidders will do pre-engagement with unions prior to the preferred bidder being identified
Jan Feb 2019	Pre engagement meetings are hosted by CRRDA	CRRDA and Probity advisors attend as observers
April – August 2019	CPB engages frequently with all unions to progress bargaining. Twice weekly meetings for many weeks.	The Building Trades Group (BTG) specifically refuses to meet for two-three weeks because they don't like one of the female IR managers of CPB <i>In a meeting on 3 May unions insisted all meetings need with the BTG as a whole and not with individual unions</i>
From June 2019	Multiple meetings between CPB and unions – twice weekly for three months – hosted at CRRDA offices	CFMEU continually references Queens Wharf and wanting to have a 'single project agreement' and 5% escalation as non-negotiables. CFMEU also says 'parity for subcontractors is non-negotiable', despite this being in conflict with Federal workplace laws
July-August 2019	Bargaining continues with CRRDA facilitation	CFMEU continues to argue for a single project agreement and 5% escalation as well as a range of other inclusions that CPB says are unworkable in an engineering project and not consistent with other tunnel projects. AWU has historical coverage of tunnelling and civil engineering Projects. <i>In a meeting on 2 July, unions walked out as a result of CPB stating its position was to bargain according to notices issued (and not with RTBU)</i>
29 August 2019	Final formal bargaining meeting	CFMEU reiterates its demand for a single project agreement with 5% escalation. This was never acceptable to either CPB or the AWU, and CFMEU knew this. Situation has reached an impasse over single project agreement.
August -September	CPB and AWU bargain for a Civil agreement	Parties reach an agreement on a Civil & Surface Works agreement in conjunction with existing process for Tunnel & Shaft Agreement

GN-17

Cross River Rail Project – Civil, Mechanical and Electrical Greenfield Agreement negotiations - Status at 22th August, 2019.

Preamble

Negotiations between CPB and the relevant unions (AWU, CFMEU, ETU, PGEU & AMWU) for an agreement to cover CPB employees working on Civil, Mechanical and Electrical (CME) & Shaft and Tunnel work on the Cross River Rail Project commenced with briefings for relevant unions by CPB in April, 2019.

Formal bargaining notices for two greenfield agreements were served by CPB in early June, for a Shaft and Tunnel Agreement (AWU & CPB signatories only) and a Civil, Mechanical and Electrical Agreement (AWU, CFMEU, ETU, PGEU and AMWU signatories).

In summary, CPB proposed agreements based on the norm on Civil Engineering projects: smaller projects in the State of QLD and larger projects in NSW and Victoria. The claim by the unions was to flow key provisions of the recently negotiated Queens Wharf Project Agreement onto the CRR Project, for all workers employed to work on the Project.

In late June, concerned about the relative slow progress in negotiating the CME agreement, the CRRDA decided to facilitate negotiation sessions and also contracted a facilitator to assist the parties. Substantial progress was made so that CRRDA could recommend to Government that they move to contract and financial close by the end of FY19. Progress included CPB conceding on the unions' claim regarding rates of pay, as well as some benefits.

Following Financial Close, negotiations occurred essentially on a bi-weekly basis through July and up to Friday 16th August. Progress has been slow and the negotiations, at times, difficult.

Progress to date

Agreement or Agreement in Principle has been achieved on:

- Rates of Pay (with several classification structure issues outstanding only)
- Some key allowances such as Daily Fares and Travel (with some details regarding excess travel outstanding only), some Tradesperson's Allowances, Redundancy and Superannuation payments.
- A number of 'standard' clauses relating to benefits like Annual Leave, Long Service Leave & Public Holidays remain undiscussed but can be categorised as Agreed/Agreed in Principle based on CPB's draft agreement and the unions claim being similar or the same.

Outstanding Issues

The key outstanding issues can be categorised in two groups:

- Hours of Work, Overtime, Shift Work & Rostered days off (RDOs), where CPB are proposing to use Civil sector standards (eg. 50% shift loading and overtime being paid at 1.5 for the first two hours then double time thereafter); and
- Wage and allowance/benefit quantum and/or annual escalation rates (where the unions' claim to adopt the Queens Wharf provisions are significantly higher than

existing building union pattern agreements and much higher than civil sector standards.

One issue to note that runs right through the negotiations is that CPB elected to draft stand-alone agreements, with new and changed words to deal with terms and benefits that have had clauses evolve over time in awards and in industry enterprise agreements. Departing from known wording may provide CPB with a tighter fit between the Agreement and project requirements, but without the benefit of familiarity, Unions are starting from scratch to understand the intent of many clauses.

Both groups of clauses above have been the subject of a good deal of discussion and substantial progress has been made in exploring each sides key concerns and goals. For example, CPB initially rejected the union claim that all RDOs (26/year) be fixed, proposing only 6 be fixed and the rest be taken flexibly. Following discussion, CPB amended their position to agree to 26 fixed, so long as a mechanism could be identified for RDOs to be worked in the event of work that could only be carried out over weekends/RDOs, like rail possessions.

Current state of negotiations

Negotiations reached an impasse on August 16 based on CPB's insistence that the unions respond with concessions on the key outstanding 'money' items on the one hand, and the Unions insistence on the other that prior to moving to do this, the parties outline and discuss all clauses in the CME Agreement to understand the total picture. Both positions have merit but are mutually exclusive.

There are four other key issues to be resolved that can only sensibly be addressed once agreement has been reached on all other provisions. These include:

1. Building unions claim to have one agreement for the whole project, not two. This is not supported by the AWU or CPB who are reportedly close to finalising the Shaft and Tunnel Agreement;
2. Building union claims to coverage of classifications contained in the Shaft and Tunnel Agreement – traditionally the domain of the AWU;
3. Building unions claim for the CME Agreement to be underpinned by relevant Awards. CPB want stand-alone agreements and the AWU agree with this; and
4. Building unions claim that all subcontractors be paid on parity with the CME Agreement. While this claim has historical precedents (and may also be sensible from an industrial relations equity perspective), there are many regulatory and legislative issues that will make achieving this difficult for both CPB and the unions.



REASONS FOR DECISION

Fair Work Act 2009

s.185—Enterprise agreement

CPB Contractors Pty Ltd

(AG2019/3422; AG2019/3447)

CPB CONTRACTORS PTY LTD CROSS RIVER RAIL – CIVIL AND SURFACE WORKS GREENFIELDS AGREEMENT 2019-2023

-and-

CPB CONTRACTORS PTY LTD CROSS RIVER RAIL – TUNNEL AND SHAFT GREENFIELDS AGREEMENT 2019-2023

Building, metal and civil construction industries

COMMISSIONER JOHNS

SYDNEY, 6 NOVEMBER 2019

Application for approval of the CPB Contractors Pty Ltd Cross River Rail – Civil and Surface Works Greenfields Agreement 2019-2023 and the CPB Contractors Pty Ltd Cross River Rail – Tunnel and Shaft Greenfields Agreement 2019-2023.

[1] On 16 October 2019 I issued two decisions approving two greenfields agreements relating to the Cross River Rail Project in South-East Queensland (**Project**), namely, the:

- *CPB Contractors Pty Ltd Cross River Rail – Civil and Surface Works Greenfields Agreement 2019-2023 (Civil and Surface Agreement),*¹
- *CPB Contractors Pty Ltd Cross River Rail – Tunnel and Shaft Greenfields Agreement 2019-2023 (Tunnel and Shaft Agreement).*²

(collectively, the “**Agreements**”)

[2] The decision in relation to the Civil and Surface Agreement was as follows:

[1] On 12 September 2019, an application was made for approval of an enterprise agreement known as the *CPB Contractors Pty Ltd Cross River Rail – Civil and Surface Works Greenfields Agreement 2019-2023 (Civil and Surface Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009* (Cth) (**FW Act**). It has been made by CPB Contractors Pty Ltd (**CPB**). The Agreement is a greenfields agreement.

¹ [2019] FWCA 7152, PR713400.

² [2019] FWCA 7154, PR713402.

[2] The Civil and Surface Agreement relates to work to be performed by CPB in relation to the Cross River Rail Project in South-East Queensland (**Project**). The Project is “Queensland’s highest priority infrastructure project.”³ The Project is estimated to cost around \$5.4 billion and generate 7,700 jobs during construction.

[3] Employment on the Project by CPB is awaiting approval of the Civil and Surface Agreement.

[4] Given the importance of the Project, the Commission, as presently constituted:

- a) expedited the approval process of the Civil and Surface Agreement, and
- b) issues this decision in advance of reasons for decision, which will follow in due course.

[5] Approval of the Civil and Surface Agreement is opposed by the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as the Australian Manufacturing Workers’ Union (**AMWU**), the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**) and the Construction, Forestry, Maritime, Mining and Energy Union (**CFMMEU**) (together the **Intervening Unions**).

[6] Having considered:

- a) the material contained in the application and accompanying statutory declarations filed by a representative of CPB and The Australian Workers’ Union (**AWU**),
- b) the material filed in the matter in compliance with the Directions I issued on 30 September 2019, including, without limitation, the materials filed by the Intervening Unions, and
- c) the evidence received today,

I am satisfied that each of the requirements of ss.186 and 187 of the FW Act, as are relevant to this application for approval have been met, including, without limitation, that it is in the public interest to approve the Civil and Surface Agreement.

[7] An undertaking has been given and this undertaking has become a term of the Civil and Surface Agreement in accordance with s.191(2) of the FW Act. It is appended at **Annexure A**.

[8] Based on the statutory declaration provided by AWU and the materials filed by it in these proceedings, I am satisfied that the AWU, the employee organisation to be covered by the Civil and Surface Agreement, is entitled to represent the industrial interests of a majority of employees who will be covered by the Civil and Surface Agreement in relation to work that is to be performed under it.

[9] The Civil and Surface Agreement is approved and, in accordance with s.54 of the FW Act, will operate from 23 October 2019. The nominal expiry date of the Civil and Surface Agreement is 15 October 2023.

³ Queensland Government Media release, 20 February 2018.

[3] The decision in relation Tunnel and Shaft Agreement was in like terms.

[4] These are my reasons for those decisions as foreshadowed in paragraph [4](b) of the decisions.

The Hearing

[5] At the hearing on 16 October 2019:

- a) The Applicant was represented by Mr G Hatcher SC, and Ms S Moody.
- b) The AWU was represented by Mr A Herbert.
- c) The Intervening Unions were represented by Mr C Dowling SC.
- d) Only Ronald Thomas, Senior Engineering Manager, CPB Contractors Pty Ltd, was required to give evidence.

[6] I gave the parties permission to be represented pursuant to s. 596 of the FW Act because I was satisfied that the matter was invested with sufficient complexity such that I would be assisted in the efficient conduct of the matter if I granted all parties permission to be represented.

[7] In coming to this decision, the Commission, as presently constituted, has had regard to the following:

Exhibit No.	Description
AG2019/3422 – Civil and Surface Agreement	
1.	CPB Contractors Pty Ltd Cross River Rail Civil and Surface Works Greenfields Agreement 2019-2023
2	Form F19
3	Form F20
4	Form F21 - AWU
5	Agreement checklist prepared 23 September 2019
6	Undertakings filed 24 September 2019
AG2019/3447 - Tunnel and Shafts Agreement	
7	CPB Contractors Pty Ltd Cross River Rail Tunnel and Shafts Greenfields Agreement 2019-2023
8	Form F19
9	Form F20
10	Form F21 - AWU
11	Agreement checklist prepared 23 September 2019
12	Undertakings filed 24 September 2019
Documents relevant to both Agreements	
13	Objections filed 27 September 2019 on behalf of the AMWU, CEPU and CFMMEU
14	Applicant's outline of submissions dated 4 October 2019
15	Applicant: Witness statement of Malcolm Davis dated 4 October 2019 as

Exhibit No.	Description
	amended following objections ⁴
16	Applicant: Witness statement of Glenn Stockton dated 4 October 2019
17	Applicant: Witness statement of Ronald Thomas dated 4 October 2019
18	AWU’s outline of submissions filed 4 October 2019
19	Intervening Unions: outline of submissions dated 11 October 2019
20	Intervening Unions: Witness statement of Beau Malone dated 11 October 2019
21	Intervening Unions: Witness statement of Jade Ingham dated 11 October 2019
22	AWU’s outline of submissions in reply filed 14 October 2019
23	Intervening Unions’ Objections to the evidence of CPB
24	Photograph of Delta branded excavator
25	Photograph of Roma Street parkland
26	Photograph of Delta branded fence
27	Photograph of Delta branded barricade
28	Photograph of two unidentified workers at Albert Street

Legislation

[8] The approval of greenfields agreements is covered by ss.186 and 187 of the FW Act. Relevantly, for present purposes, those section provide as follows,

“186 When the FWC must approve an enterprise agreement—general requirements

Basic rule

(1) If an application for the approval of an enterprise agreement is made under section 185, the FWC must approve the agreement under this section if the requirements set out in this section and section 187 are met.

Note: The FWC may approve an enterprise agreement under this section with undertakings (see section 190).

Requirements relating to the safety net etc.

(2) The FWC must be satisfied that:

...

(c) the terms of the agreement do not contravene section 55 (which deals with the interaction between the National Employment Standards and enterprise agreements etc.); and

(d) the agreement passes the better off overall test.

...

⁴ A number of objections (Exhibit 23) were made to Mr Davis’ witness statement by the Intervening Unions. Consequently, the following paragraphs were not read: 22, 25-27, 29, 30, 31(a), 33-35, 36, 38-40. In paragraph 21 the words “before negotiations fell apart” were deleted.

Note 2: The FWC may approve an enterprise agreement that does not pass the better off overall test if approval would not be contrary to the public interest (see section 189).

Note 3: The terms of an enterprise agreement may supplement the National Employment Standards (see paragraph 55(4)(b)).

Requirement that the group of employees covered by the agreement is fairly chosen

(3) The FWC must be satisfied that the group of employees covered by the agreement was fairly chosen.

(3A) If the agreement does not cover all of the employees of the employer or employers covered by the agreement, the FWC must, in deciding whether the group of employees covered was fairly chosen, take into account whether the group is geographically, operationally or organisationally distinct.

Requirement that there be no unlawful terms

(4) The FWC must be satisfied that the agreement does not include any unlawful terms (see Subdivision D of this Division).

Requirement that there be no designated outworker terms

...

Requirement for a nominal expiry date etc.

(5) The FWC must be satisfied that:

(a) the agreement specifies a date as its nominal expiry date; and

(b) the date will not be more than 4 years after the day on which the FWC approves the agreement.

Requirement for a term about settling disputes

(6) The FWC must be satisfied that the agreement includes a term:

(a) that provides a procedure that requires or allows the FWC, or another person who is independent of the employers, employees or employee organisations covered by the agreement, to settle disputes:

(i) about any matters arising under the agreement; and

(ii) in relation to the National Employment Standards; and

(b) that allows for the representation of employees covered by the agreement for the purposes of that procedure.

Note 1: The FWC or a person must not settle a dispute about whether an employer had reasonable business grounds under subsection 65(5) or 76(4) (see subsections 739(2) and 740(2)).

Note 2: However, this does not prevent the FWC from dealing with a dispute relating to a term of an enterprise agreement that has the same (or substantially the same) effect as subsection 65(5) or 76(4).”

“187 When the FWC must approve an enterprise agreement—additional requirements

Additional requirements

(1) This section sets out additional requirements that must be met before the FWC approves an enterprise agreement under section 186.

Requirement that approval not be inconsistent with good faith bargaining etc.

(2) The FWC must be satisfied that approving the agreement would not be inconsistent with or undermine good faith bargaining by one or more bargaining representatives for a proposed enterprise agreement, or an enterprise agreement, in relation to which a scope order is in operation.

...

Requirements relating to greenfields agreements

(5) If the agreement is a greenfields agreement, the FWC must be satisfied that:

(a) the relevant employee organisations that will be covered by the agreement are (taken as a group) entitled to represent the industrial interests of a majority of the employees who will be covered by the agreement, in relation to work to be performed under the agreement; and

(b) it is in the public interest to approve the agreement.

(6) If an agreement is made under subsection 182(4) (which deals with a single-enterprise agreement that is a greenfields agreement), the FWC must be satisfied that the agreement, considered on an overall basis, provides for pay and conditions that are consistent with the prevailing pay and conditions within the relevant industry for equivalent work.

Note: In considering the prevailing pay and conditions within the relevant industry for equivalent work, the FWC may have regard to the prevailing pay and conditions in the relevant geographical area.”

[9] Section 172(2)(b) is also relevant. It provides that:

“172 Making an enterprise agreement

...

Single-enterprise agreements

(2) An employer, or 2 or more employers that are single interest employers, may make an enterprise agreement (a *single-enterprise agreement*):

...

(b) with one or more relevant employee organisations if:

(i) the agreement relates to a genuine new enterprise that the

- employer or employers are establishing or propose to establish;
and
- (ii) the employer or employers have not employed any of the persons who will be necessary for the normal conduct of that enterprise and will be covered by the agreement.

Note: The expression genuine new enterprise includes a genuine new business, activity, project or undertaking (see the definition of *enterprise* in section 12).

Matters contested and not contested

[10] Starting with s.186, relevantly, in relation to each of the Agreements:

- a) s.186(1) – Applications for approval were validly made.
- b) s.186(2)(c) – No terms contravened s.55 in relation to the interactions between the NES and the Agreements.
- c) s.186(2)(d) – the Agreements passed the BOOT.⁵ In relation to the:
 - i. Tunnel and Shaft Agreement the rates of pay were:
 - A. 72%-95% above Award rates for adults.
 - B. 91%-441% above Award rates for trainees.
 - C. 89%-112% above Award rates for apprentices.
 - ii. Civil and Surface Agreement the rates of pay were:
 - A. 79%-103% above Award rates.
 - B. 78%-112% above Award rates for apprentices.
 - C. 61%-125% above Award rates for trainees.
- d) s.186(3) – It was contended that there was an issue about whether the employees to be covered were fairly chosen (see below).
- e) s.186(4) – There were no unlawful terms.
- f) s.186(5) – The Nominal Expiry Date is contained in clause 2.4 and is four years after approval date.
- g) s.186(6) – A dispute settling procedure was contained in clause 3.10.

[11] Coming then to s.187, relevantly in relation to each of the Agreements the following matters were contested:

- a) s.187(2) – bargaining in good faith.
- b) s.187(5)(a) – whether the AWU was entitled to represent the industrial interests of a majority of employees who were to be covered by the Agreements.
- c) s.187(5)(b) – whether approval of the Agreements was in the public interest (incorporating notions of the behaviour of CPB and good faith bargaining obligations).

[12] I address each of these matters in turn below.

⁵ The Intervening Unions made submissions in relation to the same contending that the Agreements “may not pass the BOOT” because the Agreements “contain terms that are inferior to the award” (see paragraphs 34 – 40 of Exhibit 19). However, the matters raised by the Intervening Unions involved a line-by-line assessment of the Agreements as compared with the award. That is not the proper test. The BOOT should not be applied in such a pedantic way: *Rooty Hill RSL Club Ltd* [2014] FWCA 2191. The BOOT requires an assessment of the Agreements overall when compared to the award: *NTEU v University of New South Wales* [2011] FWAFB 5163. That assessment, properly done, established that the Agreements passed the BOOT. In any case, before me, Mr Dowling SC appropriately conceded that the Intervening Unions did not contend that the Agreements did not pass the BOOT (Transcript PN445).

The evidence

[13] Malcolm Davis is CPB's solicitor from Mills Oakley. After ruling on objections made to his evidence (all of which were upheld) the remaining state of his evidence concerned:

- a) An overview of the Cross River Rail Project;
- b) media releases issued by the Queensland Government about the Project;
- c) the Cross River Rail website;
- d) the infrastructure packages that make up the Project;
- e) the Pulse Consortium;
- f) the tunnels, stations and development (TSD) works;
- g) the notice served by CPB on 6 June 2019 pursuant to s.178B of the FW Act on the AWU in relation to Tunnel and Shaft Agreement;
- h) the notice served by CPB and its joint venture partner UGL Engineering Pty Ltd (UGL) on 12 June 2019 pursuant to s.178B of the FW Act on the AWU, AMWU, CEPU and CFMMEU in relation to the civil, mechanical and electrical works;
- i) the fact that "between June and August 2019, negotiations took place between CPB and UGL on the one hand - acting as a "single interest employer" (SIE) - and the Unions on the other hand, the purpose of negotiating a Greenfields agreement for the civil works portions of the RIS Works and TSD Works (the SIE Negotiations)."
- j) the fact that "during the SIE Negotiations, the SIE provided to the Unions over 10 versions of drafts of the *CPB Contractors Pty Ltd Cross River Rail Civil and Service Works Greenfields Agreement 2019 – 2023...*";
- k) the fact that "the SIE Negotiations took the form of around 22 face-to-face bargaining meetings, as well as written communications."
- l) the fact that "on 5 September 2019 CPB (without UGL) entered into the Agreements with the AWU"; and
- m) the fact that "on 30 September 2019 the members of the Unity Alliance entered into a contract with the State of Queensland for the RIS Works."

[14] Glenn Stockton, Director and Chairman of Pulse Partnerships Pty Ltd. His evidence concerned:

- a) the Cross River Rail Project;
- b) the Cross River Rail Delivery Authority;
- c) Cross River Rail infrastructure packages, namely, the
 - i. Tunnel, Stations and Development (TSD) Public-Private Partnership;
 - ii. Rail, Integration and Systems (RIS) Alliance;
- d) a chronology of events from February 2018 when the Queensland Government announced the shortlisting of consortia;
- e) the public benefits of the Project.

[15] Ronald Thomas, Senior Engineering Manager employed by CPB. His witness statement evidence concerned:

- a) the Cross River Rail Project;
- b) the Tunnel, Stations and Development (TSD) Works;
- c) the joint venture that CPB is a part of;

- d) his role in the joint venture as the Design Director;
- e) early works in or around late September 2019;
- f) the fact that “site establishment and construction works...have not yet commenced” and the reasons for the same;
- g) the construction program;
- h) the RIS works;
- i) the Greenfields Agreements;⁶
- j) the fact that “as at [is 4 October 2019] CPB has not employed any person to perform work under either of the two proposed Agreements”;
- k) the IR Management Plan for the Project;
- l) the desirability of greenfields agreements.

[16] Before me Mr Thomas gave oral evidence:

- a) confirming that he was not involved in the enterprise bargaining negotiations;
- b) identifying who was involved in the enterprise bargaining negotiations on behalf CPB;
- c) indicating that he was not aware of any reason why those people involved in enterprise bargaining negotiations could not have given evidence to the Commission;
- d) about the history of CPB, formally Leighton Contractors;
- e) about other projects that CPB has been involved in;
- f) indicating that he was unaware of the existence of the *Leighton Contractors Pty Ltd Civil Construction Workplace Agreement 2006*;
- g) about the desirability of a Greenfields agreement in preference to a Brownfield agreement;
- h) about the predatory work being undertaken at the sites that CPB currently has access to in respect of the Cross River Rail Project;
- i) identifying a number of photographs put to him in cross examination evidencing predatory work at Roma Street and Albert Street;
- j) identifying equipment and machinery being used by the Delta Group at those sites; and
- k) confirming that work only commenced approximately two weeks ago.

[17] Jade Ingham, Assistant Secretary of the Queensland and Northern Territory Branch of the CFMMEU. His evidence concerned:

- a) background to the Project and the packages;
- b) the fact that “Pulse and Unity, specifically to of their member companies, [CPB and UGL], have been bargaining agreements to cover their respective packages of works”;
- c) the participants in bargaining on behalf of CPB/UGL and the Unions;
- d) the formal notification of bargaining by CPB/UGL for an agreement to cover the “civil, mechanical and electrical (CME) works”;
- e) the chronology of bargaining and correspondence between the parties between June 2019 – 30 August 2019;
- f) his understanding about the commencement of construction;
- g) the Agreement between CPB and the AWU;

⁶ Mr Thomas was not directly involved in the negotiations (see paragraphs 43 and 44 of his witness statement, Exhibit 17).

- h) the fact that CPB was pursuing separate agreements before the “tunnel and shaft on the one hand and the CME on the other”;
- i) the fact that “at all times Unions (except for the AWU) pursued 1 agreement”;
- j) the fact that “the Unions other than the AWU were always concerned that the AWU would run off and do an agreement with CPB to the exclusion of the other unions”;
- k) the conversation had with the representatives of the AWU about that concern;
- l) “similar conversations where Vince [the CPB representative] said that CPB did not want to run off and do an agreement with the AWU to the exclusion of the other unions”;
- m) other conversations he had with Vince [the CPB representative] about being “realistic that there could be two agreements...”;
- n) the fact that “the first time the CFMMEU heard about the fact that the post agreements had been made between CPB and the AWU was 17 September 2019 after they were published on the website of the Fair Work Commission”; and
- o) the eligibility rules of the CFMMEU.

[18] Beau Malone, Organiser for the ETU. His evidence was similar to that of Mr Ingham concerning the history of bargaining with CPB/UGL. His evidence further concerned:

- a) the fact that “throughout the negotiations [he] knew that CPB were wanting to pursue a separate agreement for the tunnel and shaft works which was to be an AWU-only agreement”;
- b) the fact that “separate to the AWU-only tunnel and shaft agreement, CPB was pursuing a civil, mechanical and electrical works agreement with all of the unions”;
- c) the fact that “the AWU never notified the ETU that it had signed off on the tunnel and shaft agreement (or the civil and surface works agreement for that matter)”;
- d) the first that the ETU heard about the proposed agreements was on 18 September 2019 after they were published on the website of the Fair Work Commission.”

Consideration contested s. 186 issue – fairly chosen (s.186(3))

[19] The Intervening Unions submitted that:

“...
...

Ground 4: The group of employees was not fairly chosen: s.186(3), s.187(5)(b)

- 41. The applicant has excluded the “mechanical and electrical works” from the “civil and surface works” agreement. That is so despite previously bargaining for all 3 of those packages of work to be covered by one agreement. The decision to exclude those works appears to have been taken for commercial reasons, rather than because of any delineation between them and the civil and surface workers.
- 42. Despite being on notice of the above concern for some time, the evidence of the applicant contains no (or no adequate) answer to it. The applicant had every opportunity to tell the Commission why it thought those workers were not distinct between June and August 2019 only to change its mind in that regard in September 2019. It has not supplied that explanation because it cannot do so.
- 43. At [34] the Applicant’s Submissions make the position clear:

“As the single interest employer found it impossible to secure a single agreement to cover the work in question, CPB has attended to securing an agreement to ensure it can fulfil its obligations to the Joint Venture.”

44. The basis for the applicant’s decision to exclude the mechanical and electrical works (and the Intervening Unions) from what was to be the CME works agreement, which has now become the civil and surface works agreement, was the fact that it was having difficulty in its negotiations for the CME works agreement. That decision was taken despite progress being made in the negotiations⁷ and positive assurances being given by the Intervening Unions about the progression of the bargaining.⁸
45. This was a decision which the applicant took to meet its own convenience, not one taken because the workforces are truly distinct.
46. Whilst the decision might be “readily explicable”⁹ in a commercial sense, the explanation provided by the applicant does not evidence that these works are geographically, operationally or organisationally distinct from the mechanical and electrical workers (or each other) and were not, therefore, fairly chosen.
47. Finally, as mentioned above, the Intervening Unions did bargain for the tunnel and shaft works agreement, albeit without having received a bargaining notice. During those negotiations they repeatedly raised the issue of scope.¹⁰ It is wrong to assert, as the applicant does, that there is some attempt to mislead the Commission.”

[20] The AWU submitted that:

“... ”

13. It is common in the construction industry for separate agreements to be negotiated for tunnelling and civil and surface works and numerous enterprise agreements have been approved by the 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.

14. By way of brief example, we refer to the following agreements:

- WestConnex M4 East / AWU TunnellingWorks Greenfields Agreement 2016-2020;
- WestConnex M4 East / AWU Civil Works Greenfields Agreement 2016-2020;
- WestConnex New M5 / AWU TunnellingWorks Greenfields Agreement 2016-2020;
- WestConnex New M5 / AWU Civil Works Greenfields Agreement 2016-2020;
- CPB Contractors NSW Civil Works Enterprise Agreement 2017 – 2021;
- John Holland CPB Contractors Joint Venture - Rozelle Interchange and Western Harbour Tunnel Enabling Works, AWU Civil Works Greenfield

⁷ Malone [55]-[59].

⁸ Ingham [87], [100].

⁹ Applicant’s Submissions [32].

¹⁰ Ingham [15], [17], [33], [43]; Malone [9], [13], [40], [42].

- Agreement 2019 – 2023;
- John Holland CPB Contractors Joint Venture - Rozelle Interchange and Western Harbour Tunnel Enabling Works, AWU Tunneling Works Greenfield Agreement 2019 – 2023;
- NorthConnex / AWU Tunnelling Works Greenfields Agreement 2015-2019; and
- NorthConnex / AWU Civil Works Greenfields Agreement 2015-2019;

15. These agreements also demonstrate a range of listed exclusions from coverage, similar to those included in clause 2.3 of the Civil and Surface Works Agreement and the Tunnel and Shaft Agreement, which is also a standard practice for this industry and one that is regularly approved by the Commission.

16. The scope of both agreements has been fairly chosen to acknowledge the operational and organisational differences associated with the two aspects of the Cross River Rail Project which are to be covered by each agreement, and is an uncontroversial division of work activities and undertakings for the civil construction industry.”

[21] The AWU further submitted that:

“...

Ground 4: The group of employees was not fairly chosen: s 186(3) and 187(5)(b)

24. The AWU’s submissions dated 4 October 2019 highlight that the scope of the agreements is standard for the civil construction industry and is in terms regularly approved by the Fair Work Commission.¹¹

25. The material filed by CPB confirms the “mechanical and electrical works” identified by the Intervening Unions will be managed by UGL and not CPB. This is an obvious organisational distinction. In any event, the concept of “fairly chosen” does not require CPB to include within the scope of a Greenfields agreement workers who are not to be employees of CPB. If, as contended, the work in question is to be managed by UGL and not CPB, the issue of whether the workers undertaking that work have been excluded fairly or unfairly from a CPB agreement is entirely irrelevant to any matter to be decided by the Commission.”

[22] CPB submitted that:

“...

Group of Employees fairly chosen

31. The Unions again apparently attempt to mislead the Commission in relation to the position of whether the group of employees were fairly chosen. There has been no complaint of the distinction between tunneling employees and civil and engineering employees.

32. The complaint appears to be limited to an assertion that electrical and mechanical trades are excluded from the Civil Works Agreement. Assuming this assertion to be correct, the omission is readily explicable.

33. Under the agreement whereby CPB is to perform work on the Cross River

¹¹ Paragraphs [13] to [16].

Rail Project, the work of the skilled trades in electrical and mechanical is to be managed by UGL. It was the intention of the Joint Venture that UGL would employ these trades.¹²

34. As the single interest employer found it impossible to secure a single agreement to cover the work in question, CPB has attended to securing an agreement to ensure it can fulfil its obligations to the Joint Venture.
35. No Doubt, UGL will also be taking steps to ensure it can fulfil its obligations. To the extent that UGL provides the electrical and mechanical trades, they are organisationally distinct from CPB's employees.

[23] In *Cimeco Pty Ltd v CFMEU*¹³ a Full Bench held that:

[11] At issue in these proceedings is the proper construction of the expression "fairly chosen" in s. 186(3). The starting point is to construe the words according to the ordinary meaning having regard to the context and purpose.

[12] The words "fairly" and "chosen" the right hip meetings, depending on the context. The Oxford Dictionary defines "chosen" to mean, among other things, "taken by preference, picked out". The word "chosen" in the context of s. 186(3) simply means selected to be covered by the relevant agreement.

[13] The word "fairly" is derived from the advert "fair" is a word of white port. What is fair in a particular context is largely a matter of impression of judgement. Of the various definitions of "fairly" in The Oxford Dictionary the most apt in this context are:

‘by proper means, legitimately, partially, justly’ and ‘with due regard to equity, candidly, impartiality: without undue advantage site.’”

[24] In the present matter CPB have excluded the "mechanical and electrical works" from the Civil and Surface Agreement. The evidence of the Intervening Unions confirms that when CPB was negotiating with its joint venture partner UGL it was contemplated that the Civil and Surface Agreement would also incorporate mechanical and electrical works. However, it is important to understand that the CPB/UGL negotiations with all the unions were different to (albeit, it would seem, running parallel with) the CPB negotiations exclusively with the AWU.

[25] The failure of the CPB/UGL negotiations with all the unions and the success of the CPB negotiations exclusively with the AWU explains the different scope/coverage of the agreements that were being negotiated and, in respect of the CPB/AWU negotiations, was successfully concluded.

[26] While it is arguable that the class of employees excluded from the Civil and Surface Agreement could have been included, the fact that ultimately they were not, does not mean that the class of people covered by the Civil and Surface Agreement were not fairly chosen. There is nothing illegitimate in the choice. The examples of other agreements referred to by the AWU underscores the lack of unfairness in putting in place different agreements having regard to the nature and skills of the relevant workforce and the nature and scale of the equipment to be utilised. Even the evidence of the Intervening Unions supports a finding that

¹² See paragraph 25 of the Statement of Malcolm Davis dated 04.10.19.

¹³ [2012] FWA 5334.

the work of the skilled trades in electrical and mechanical was to be managed by UGL. It makes sense that that the agreement ultimately concluded by CPB did not include those employees.

[27] For these reasons I was satisfied that the group of employees covered by the Agreements was fairly chosen.

Consideration contested s.187 issue – good faith bargaining (s.187(2))

[28] This issue was raised in the context of public interest (see below).

Consideration contested s.187 issue – AWU entitled to cover (s.187(5)(a))

[29] The Intervening Unions submitted that:

“ ...

Ground 2: The AWU is not entitled to represent the industrial interests of a majority of the employees who will be covered: s.187(5)(a)

41. In circumstances where the Proposed Agreements were purportedly made under s.182(3) of the Act, they can only be approved if the union signatory, the AWU, is eligible to represent a majority of the affected workers: s.187(5)(a).
42. Taking the CFMEU as an example, the evidence establishes that a majority of the roles listed within the classifications of the Proposed Agreements are clearly within the CFMEU’s eligibility: see Ingham [111] and Annexure 1.¹⁴
43. The CEPU and AMWU are similarly eligible to represent a number of roles: see Annexure 2.
44. Whilst coverage of the majority of the roles does not necessarily result in eligibility with respect to a majority of the employees, there remains a serious question as to whether the AWU is eligible to represent a majority of the employees as alleged.
45. At [18] the AWU Submissions rely on its civil and railway industry rules in order to assert majority coverage.¹⁵ As to the civil industry rule, neither the evidence nor the Proposed Agreements currently establish that the civil industry rule is applicable. As to the railway industry rule, this would seem to have no or only limited application.
46. Similarly at [33] the AWU Submissions assert (admittedly in a different context) that “The AMWU, CEPU and CFMMEU are minority unions in the civil construction industry”. The Intervening Unions submit that the Commission’s focus for the purpose of this criteria is on the workforce to be covered by the Proposed Agreements (about which there is relevantly no evidence), not upon the industry or industries in which they will operate.
47. There is no evidence from the applicant as to the intended composition of the workforce under the Proposed Agreements.¹⁶ The absence of such evidence, in circumstances where it is squarely raised, means the Commission cannot be satisfied of this criteria.

¹⁴ Particularly under the FEDFA rule.

¹⁵ Likewise [27] the Applicant’s Submissions.

¹⁶ Compare Thomas at [48] (“CPB has also not made any decision at this time about the likely future mix of directly employed workers versus subcontractors”) with the prior advice from the applicant to the Intervening Unions: Malone at [24] and BM1; Ingham at [27], [28].

48. Given the evidence with respect to Annexures 1 (and 2) it is open that the CFMEU, in respect of the civil and surface works agreement, is the majority union, rather than the AWU. In the absence of any proper attempt by the applicant and the AWU to provide evidence of majority coverage, the Commission cannot be satisfied that this criteria is satisfied.”

[30] The AWU submitted that:

“ ...

18. The AWU has coverage under its registered rules of:
- every bona fide worker employed in or in connection with the construction, repair, maintenance or demolition of civil and/or mechanical engineering projects;¹⁷ and
 - every bona fide worker male or female, engaged in manual or mental labour in or in connection with Railway construction and/or Maintenance and/or repairs and/or works in or in connection with or incidental thereto¹⁸.
19. Each of these items are properly characterised as “industry” coverage which is determined by the industry of the employer and the substantial character of its business.¹⁹
20. It cannot seriously be suggested that CPB is not engaged in or in connection with the industry of constructing civil and/or mechanical engineering projects, nor that their engagement in the work of tunnelling and the construction of civil and surface works for the sole purpose of the construction of the Cross River railway lines is not works in or in connection with, or incidental to, railway construction.
21. As a result, the AWU is entitled to cover all of CPB’s employees covered by each of the agreements.²⁰ The majority coverage requirement on the part of the AWU in s 187(5)(a) of the FW Act is self-evidently satisfied in these circumstances.
22. The letter from Hall Payne Lawyers dated 27 September 2019 refers at paragraphs [8] to [11] to the coverage of the AMWU, CEPU and CFMMEU.
23. In *AWU v Leighton Contractors Pty Limited*,²¹ Katzman J (with whom McKerracher J agreed) said at [50] in relation to the organisations concerned with the making of Greenfields agreements:
- There is no dispute that the CFMEU was a relevant employee organisation. It appears that the AWU was, too. But it is plain from the terms of s 182(3) that the employer may choose the relevant employee organisations with which to negotiate and may strike an agreement with some or all of them. (Emphasis added)
24. The information provided by Hall Payne Lawyers as to the coverage of these unions appears to be relevant only to the question as to whether any or all of those unions were relevant employee organisations for the purposes of negotiations. As agreements have now been struck between CPB and the AWU, as permitted by the FW Act, that information has no relevance whatsoever to any matter to be determined by the Commission in these proceedings. The only relevant issue is whether the AWU, as a party who is expressed by the agreements to be covered thereby is entitled to represent a majority of the workers, which does not appear to

¹⁷ AWU Rule 5, Section 1, Part A(4) and Rule 6, Part A(4).

¹⁸ AWU Rule 6A, paragraph 4 (14)

¹⁹ *Harnischfeger of Australia Pty Ltd* AIRCFB (2005) PR963826 at [85] and [86].

²⁰ *Ibid* at [97].

²¹ [2013] FCAFC 4

be a matter seriously in contention.”

[31] The AWU further submitted that:

“ ...

Ground 2: The AWU is not entitled to represent the industrial interests of a majority of a majority of the employees who will be covered: s 187(5)(a)

11. The Intervening Unions continue to raise irrelevant arguments about the coverage, for example, of the CFMMEU, which is not a party to any agreement that is before the Commission.
12. The only issue to be determined is whether the AWU can represent the industrial interests of a majority of the employees who will be covered by the agreements.
13. The critical issue for the Commission to determine is whether CPB is, in respect of the Cross River Rail Project, engaged in or in connection with the civil construction industry. If it is, the AWU can cover all of its employees.
14. The submissions from the Intervening Unions do not address the industry of CPB, perhaps because it is obvious that a substantial character of its business is in, or in connection with, the civil construction industry. Those submissions also tellingly fail to outline how or why it could be that the Cross River Rail Project as described in the evidence is not a civil construction project.
15. The Intervening Unions’ submissions concerning an absence of evidence about the intended composition of the workforce may conceivably be relevant if union parties such as the intervening Unions were required to demonstrate the extent to which their largely vocational eligibility rules might be stretched to cover a numerical majority of the employees. That analysis is irrelevant in a case such as the present, in which the entitlement of the AWU to represent employees is derived from the characterisation of the industry in which the employer is engaged. The assessment required by s 187(5)(a) is entirely answered by the unarguable conclusion that the Cross River Rail Project is a civil construction project.
16. In *R v Moore; ex parte Federated Miscellaneous Workers Union of Australia*²² the High Court explained the manner in which the AWU rules apply in such circumstances, by reference in that case to the rule relating to metalliferous mining, which industry is included in the group of industries which now includes civil construction projects. Project engineering companies were found in that case to be engaged in the employer industry of metalliferous mining, the consequences of which were said by Aicken J. at [17] to be:
 - “17. If it is right to say that the project engineers are engaged in the metalliferous industry, so far as their performance of their contracts to act for the mining companies are concerned, then it must follow that the A.W.U.'s demand was made upon employers engaged in an industry in respect of which its members were eligible under its rules to work.”
17. Contrary to the submissions of the Intervening Unions, there is no serious question about whether the AWU is entitled to represent a majority of the relevant employees. The Commission approves a large number of greenfields agreements in the civil construction industry each year that cover only the AWU.
18. By reason of the very close similarity between the definition of civil construction in the Building and Construction General On-site Award 2010 (“On-site Award”),

²²(1978) 140 CLR 470.

and the terms of the civil construction industry portion of the rules of the AWU, the Commission can be comfortably satisfied that by deduction, apart from the general knowledge of the Commission, the Cross City Rail Project can be taken to be within the definition of civil construction within the meaning of the AWU rules, and that CBP is engaging in that industry by undertaking that project or part thereof.”

[32] CPB submitted that:

“...
...

The AWU covers the majority of workers

25. Under a heading asserting the contrary of the above proposition, the Unions contend that the CFMMEU has coverage of a majority of the roles dealt with in the classifications under the Civil Works Agreement and Tunnel & Shaft Agreement, and that the other unions have some coverage.
26. Even if these assertions be accepted, it does not establish that the AWU does not have coverage of the majority of the workers to be employed. It does not create a “serious question” because there is no serious evidence about the AWU’s coverage.
27. Given that the eligibility rule of the AWU extends to “... every bona fide worker employed in or in connection with the industries or callings of: The construction, repair maintenance or demolition of ... (i) Civil and/or mechanical engineering projects” it is perhaps unsurprising that the Unions leave the question of coverage by the AWU unaddressed.
28. Even if one has regard to the scant materials provided by the Unions as to the Tunnel & Shaft Agreement, it is clear the proposition gets no higher than that the CFMMEU may have some coverage of some positions in tunneling work. If it be so, it does not appear to be coverage that they have been successful in exploiting.”

[33] In the present matter it is contested that the AWU is eligible to represent a majority of the affected workers. In contesting the same the Intervening Unions contended that they too were eligible to represent a number (if not all) of the roles covered by the Agreements. However, that is not the statutory test. The fact that other unions also have eligibility is unremarkable. The test to be applied was whether the AWU is entitled to represent the industrial interests of a majority of the employees who will be covered by the Agreements.

[34] I reject the contention made by the Intervening Unions that the AWU failed to properly establish that it had majority coverage. I carefully considered the nature of the work to be undertaken in the course of the Project and the coverage of the AWU under its registered rules. The work of the Project is clearly in connection with the construction, repair, maintenance or demolition of civil and/or mechanical engineering projects. Further I was satisfied that the Cross River Rail Project is work in or in connection with, or incidental to railway construction.

[35] For these reasons I was satisfied that the AWU was entitled to represent the industrial interests of a majority of the employees who will be covered by the Agreements. To suggest otherwise, as the Intervening Unions did, was to be mischievous.

Consideration contested s. 187 issue – public interest (s. 187(5)(b))

[36] The Intervening Unions submitted that:

“

Ground 1: CPB did not bargain in good faith: ss.187(2), 5(b)

15. The evidence of the Intervening Unions demonstrates that:
 - (a) on or about 12 June 2019 the applicant issued bargaining notices to our clients, under s.178B of the Act, initiating bargaining for a “civil, mechanical and electrical works” greenfields enterprise agreement;²³
 - (b) between June and August 2019, the applicant bargained with our clients, including for a “civil, mechanical and electrical works” greenfields enterprise agreement;²⁴
 - (c) between June and August 2019, the applicant tabled various logs of claims entitled “CRR Civil, M&E Offer”;²⁵
 - (d) between June and August 2019, the applicant tabled various drafts of a “civil, mechanical and electrical works” greenfields enterprise agreement;²⁶
 - (e) between June and August 2019, the applicant advised our clients that it did *not intend to make* an AWU-only and civil-only greenfields enterprise agreement (of the type now before the Commission);²⁷
 - (f) despite the above advice, and without any notice to our clients, in September 2019 the applicant made an AWU-only and civil-only greenfields enterprise agreement (now before the Commission as the “civil and surface works” agreement);²⁸
 - (g) in acting as set out above the applicant misled the Intervening Unions as to its intention;
 - (h) the Intervening Unions give evidence about likely action to be taken by them had the applicant advised of its intentions to make an AWU-only and civil-only greenfields enterprise agreement.²⁹
16. The above conduct on the part of the applicant failed to comply with, and undermined, the good faith bargaining requirements (particularly those at ss.228(1)(b), (e) and (f)).
17. The conduct described above was inconsistent with the good faith bargaining requirements in at least the following ways:
 - (a) the AWU and the applicant failed to disclose their intentions/actions with respect to the Proposed Agreements, contrary to prior verbal undertakings (which in turn deprived the Intervening Unions of the opportunity to seek redress): s.228(1)(b).
 - (b) the steps taken by the Applicant and the AWU undermined collective bargaining because they prematurely ended the bargaining process with

²³ Ingham [12].

²⁴ Ingham [12] – [100].

²⁵ Ingham [18], [19], [37].

²⁶ Ingham [20], [38], [42](e), [50], [51], [77], [79].

²⁷ Ingham [106].

²⁸ Ingham [109], [110].

²⁹ Ingham [108]; Malone [96].

- the Intervening Unions which was by then well advanced: s.228(1)(e); and
- (c) the AWU and the applicant failed to meet with the Intervening Unions regarding the civil and surface works agreement for which they were, at least informally, a bargaining representative, having regard to the notices of 12 June 2019 and the conduct of the CME negotiations: s.228(1)(f).
18. We submit that the broad “in the public interest to approve the agreement” criteria in s.187(5)(b) permits, and indeed requires, the Commission to consider whether approving the Proposed Agreements would be inconsistent with or undermine good faith bargaining, in circumstances where that issue is squarely raised by our clients. The obligation to consider the good faith bargaining requirements in s187(5)(b) is to be distinguished from the requirement in s187(2) which emphasises their application in particular circumstances.³⁰
19. As mentioned above the Intervening Unions did bargain for the tunnel and shaft works agreement. It is wrong to submit, as the applicant does, that there is some attempt to mislead the Commission.
20. At [2] and [3] the Applicant’s Submissions seek to distance the prior negotiations which it had with the Intervening Unions from the Proposed Agreements that it has now made.³¹ That submission fails because, in truth, they are one and the same. Save for the change in scope from “civil, mechanical and electrical” to “civil and surface” (and the consequent omission of UGL as an employer under that agreement), the agreement which was negotiated for and the agreements which have been made are one and the same. The similarities include that they each concerned the Project, CPB, the tunnel and shaft works package and the civil and surface works package. The applicant seems to have picked up where the negotiations with the Intervening Unions left off (or, in some cases, taken them backwards)³² and then made the Proposed Agreements with the AWU in those terms.
21. The Applicant has not put on any first hand evidence of what was said and done during the negotiations and it has not said whether (and if so when) a further bargaining notice was provided to the AWU with respect to what has now become the civil and surface works agreement. The applicant is in the position to fully explain how it acted inconsistent with its representation to the Intervening Unions and it has failed to do so.
22. At [24] the Applicant’s Submissions refer to *Philmac* and misunderstand the position of the Intervening Unions. They have at all times given, and adhere to, the concession in footnote 10 above. However, it is submitted that the Commission can (and should) consider compliance with the good faith bargaining requirements as relevant to s.187(5) as contended for by the Intervening Unions.
23. The Intervening Unions also note it may be relevant to “genuinely agreed”, as alluded to by the applicant.³³ The Proposed Agreements cannot have been

³⁰ The Commission is not required by s.187(2) to consider whether approving the Proposed Agreements would be inconsistent with or undermine good faith bargaining, because that provision only applies where a scope order is in operation: *Re Philmac Pty Ltd* (2011) 210 IR 3 at [4].

³¹ The Intervening Unions did bargain for the tunnel and shaft works agreement: Malone [38].

³² Malone [55], second sentence.

³³ Applicant’s Submissions [24].

genuinely agreed between CPB and the AWU if the agreement of those parties was secured through them deliberately misleading other union bargaining representatives, in breach of good faith bargaining requirements.

24. Whether compliance with the good faith bargaining requirements will ultimately weigh against approval of the Proposed Agreements will depend upon what findings of fact are made in that regard.
25. The only evidence currently before the Commission establishes that the applicant failed to comply with the good faith bargaining requirements.”

[37] And further, on behalf of the Intervening Unions, that:

“...
...

Ground 6: Approval is otherwise not in the public interest: s.187(5)(b)

52. In *Re Abigroup Contractors Pty Ltd* [2012] FWA 3745 Commissioner Booth described the test as follows (footnotes omitted):

[51] What was in dispute before me was whether the additional requirement in s.187(5)(b) was satisfied: that it is in the public interest to approve the agreement.

[52] In *GlaxoSmithKline Australia Pty Ltd v Colin Makin* the Full Bench noted that in considering the public interest FWA is required to take into account the following:

The expression ‘in the public interest’, when used in a statute, classically imports a discretionary value judgment to be made to be made by reference to undefined factual matters, confined only by the objects of the legislation in question. [citing *Comalco v O’Connor* (1995) 131 AR 657 at p.681 per Wilcox CJ & Keely J, citing *O’Sullivan v Farrer* [1989] HCA 61; (1989) 168 CLR 210]

[53] The Supplementary Explanatory Notes to the Bill reinforce this:

In assessing the public interest, it would be expected that FWA would take into account the objects of the Act, and the need to ensure that the interests of employees who are to be employed under the Agreement are appropriately represented.

53. In that matter Commissioner Booth ultimately weighed the public interest by listing the public interest considerations as follows (emphasis added):

[64] Whether approval of the Agreement is in the public interest is a discretionary decision, and my judgement of it is informed by consideration of the following matters.

- (a) Approval of the Agreement is consistent with the object of the Act set out in section 3, especially section 3(f) and the objects of Part 2-4 about enterprise agreements set out in s.171.
- (b) The Agreement is consistent with the Greenfields agreement made for the other part of the construction with another corporation, minimising the potential for industrial disputation.
- (c) The Agreement provides equal or better terms and conditions that the relevant modern award and wages are significantly higher than the award.
- (d) It is positively in the public interest for the parties to the Agreement to eliminate lost time or productivity arising out of disputes or grievances during the construction under the agreement.

- (e) It is positively in the public interest for the Agreement to be approved to assist completion of the project within its time and financial targets.
 - (f) No substantive arguments were raised in opposition to the approval of the Agreement being in the public interest even though the CFMEU asserts such.
54. In *John Holland Pty Ltd re John Holland Pty Ltd Wheatstone Project Agreement 2012* [2012] FWAA 7307 and *Thiess Pty Ltd re Thiess Pty Ltd Wheatstone Project Agreement 2012* [2012] FWAA 7466 Commissioner Williams took a similar approach, in weighing the public interest by listing the public interest considerations, including that approval would “assist the parties [to] eliminate lost time and/or lost productivity arising out of disputes or grievances during the construction of the project”.
55. At [26]-[28] the AWU Submissions identify some positive public interest considerations. However, the AWU Submissions do not rebut the Intervening Unions’ submission as to the public interest. To the extent that the AWU is suggesting a balancing exercise, the public interest considerations that it has identified do not outweigh those identified by the Intervening Unions.
56. To approve the Proposed Agreements may not be in the public interest because it would increase the potential for industrial disputation, where four relevant unions, the Intervening Unions, have been excluded from coverage without notice and contrary to advice given to them by the applicant. The Applicant’s Submissions endeavor to address the issue at [41] to [43]. In reply the Intervening Unions submit, firstly, that their position is supported by prior decisions of the Commission. Secondly, given the public interest in the prompt completion of the project, as previously conceded, the Commission should endeavour to avoid industrial disputation and should weigh that in the balance.
57. The Applicant wrongly assumes such action to be unlawful industrial action. Examples of the sort of lawful industrial disputation that approval of the Proposed Agreements may create include:
- (a) demarcation disputes between the AWU and the Intervening Unions in circumstances where the latter assert coverage but the AWU has the benefit of being the only union covered;
 - (b) right of entry disputes where the applicant or its sub-contractors believe that the Intervening Unions do not have rights under Part 3.4 of the Act because they are not covered;
 - (c) collective disputes affecting multiple members of the Intervening Unions being unable to be effectively resolved through a dispute resolution procedure because they are not covered; and
 - (d) individual disputes affecting members of the Intervening Unions not being able to be effectively resolved through a dispute resolution procedure because of an issue as to representation, arising from the fact their union is not covered.”

[38] The AWU submitted that:

“... ”

25. “The public interest it is not a term which is defined, and has been held to refer in the present context to matters that might affect the public as a whole and is distinct in nature from the interests of the parties.³⁴
26. The Cross River Rail Project is a very large and important Australian infrastructure project.
27. There is a positive public interest in favour of such a project being undertaken expeditiously and without costly and unnecessary delays. Approval of the agreements will provide certainty to CPB and the Queensland and Commonwealth Governments ahead of work commencing and will permit the work to commence expeditiously without any further delays.
28. There is a positive public interest associated with the approval of the agreements, as they will ensure CPB employees working on the Cross River Rail Project will have the immediate certainty of receiving appropriate conditions for a project of this nature, being conditions that far exceed those in the On-site Award and conditions that have been recognised as commercially viable for CPB. This will also ensure immediate, significant and ongoing employment security for a large number of workers in the civil construction industry.
29. The letter from Hall Payne Lawyers appears to assert some ground based in the public interest concerning the striking of the two agreements with the AWU by CBP, in circumstances where antecedent negotiations had occurred between different parties and had failed to produce any real progress or an effective outcome. These issues cannot be other than a ventilation of the personal disappointment of the unions represented by Hall Payne Lawyers and have no public interest aspect of any kind.
30. As pointed out by Katzman J in *Leighton* (supra) the FW Act clearly provides for an employer to choose the relevant organisations with which it might wish to negotiate, and may elect to strike an agreement with some or all of them. The outcome of an employer making such an election, which is clearly its right under the FW Act, cannot be relied upon in these proceedings as being a matter which is adverse to the public interest nor as a ground upon which approval might be refused.
31. To do so would be to effectively deny the employer the choice conferred upon the employer by section 182(3) of the Act. The core of the apparent objection in the Hall Payne letter is that, once having apparently chosen to commence negotiations with some or all relevant unions, an employer loses its right of election and is bound to only strike an agreement with the number of unions with which it may have commenced negotiations. If this is in fact the objection, it has no substance and should be dismissed.
32. Approval of the agreements is consistent with the objects of the FW Act and all the relevant statutory requirements have been satisfied.
33. The AMWU, CEPU and CFMMEU are minority unions in the civil construction industry and their complaints about the agreements present as an expression of disappointed personal aspirations and an attempt to compel CPB to strike an agreement with those unions, which is not permissible under the Act. Nor is it a matter that pertains in any way to the public interest.
34. It is clearly in the public interest for the Civil and Surface Works Agreement and the Tunnel and Shaft Agreement to be approved by the Commission.”

³⁴ *Kellogg Brown and Root, Bass Strait (Esso) Onshore/Offshore Facilities Certified Agreement 2000* (2005) 139 IR 34 at 40.

[39] The AWU further submitted that:

“...
...

8. The evidence filed in these proceedings establishes:

- (i) CPB agreed to bargain with the AWU (and only the AWU) in relation to the Tunnel and Shaft Agreement³⁵ on 6 June 2019 and ultimately *made* an agreement with the AWU on 5 September 2019;
 - (ii) On 12 June 2019, CPB and UGL Engineering Pty Ltd (“UGL”) agreed to bargain with the AWU and the Intervening Unions for a proposed greenfields agreement to cover civil, mechanical and electrical works on the Cross River Rail Project as a single interest employer³⁶ (“CPB/UGL Agreement);
 - (iii) The Intervening Unions admit “little progress had been made” with bargaining for the CPB/UGL Agreement by 30 August 2019³⁷ and the proposed CPB/UGL Agreement was never *made*; and
 - (iv) CPB agreed to bargain with the AWU (and only the AWU) for the Civil and Surface Works Agreements and it was *made* on 5 September 2019.
9. The only bargaining representatives for the Tunnel and Shaft Agreement and Civil and Surface Works Agreement were CPB and the AWU. Neither of these parties suggest any good faith bargaining issues arise as between those parties.
10. It follows that the applications could not be dismissed on the basis that the good faith bargaining requirements in relation to the agreements that were actually made, and which are before the Commission, have not been satisfied.”

[40] And further on behalf of the AWU:

“...
...

Ground 6: Public interest: s 187(5)(b)

- 27. The submissions of the Intervening Unions are primarily directed at the private interests and the disappointed expectations of the three unions concerned, as opposed to the broader interests of the public which are positively served by the expeditious, fair and orderly settlement of the industrial arrangements to operate in respect of this very substantial Project.
- 28. Both agreements meet the relevant statutory requirements and it is in the public interest for the Commission to approve the agreements so work on this important project can commence with certainty as to the industrial conditions to be applied.
- 29. It appears that the submissions of the intervening Unions as to likely disputation on the Project if they are not parties to the prevailing agreements, amounts to little more than a threat to the parties and inferentially to the Commission, that the intervening Unions may become involved in disrupting the legal arrangements which are sought to be put in place in these proceedings.

³⁵ Statement of Malcom Davis at paragraph [18].

³⁶ Statement of Malcom Davis at paragraph [19].

³⁷ Statement of Jade Ingham at [100].

30. As registered organisations under the FW act, the Intervening Unions have a responsibility to support the integrity of the system of industrial relations created under that Act. It is respectfully submitted that the intervening Unions cannot legitimately invoke public interest considerations which, at their core, consist largely of predictions as to a possible illegitimate response by them or on their behalf if the Commission exercises its discretion in this matter in accordance with the FW Act.”

[41] CPB submitted that:

“...

Good Faith Bargaining

20. The primary point to make in relation to the Unions’ contentions under this rubric are that they are based upon a premise, known by the Unions to be false and apparently intended to mislead the Commission.
21. The Applicant provided a bargaining notice to the AWU in relation to the Tunnel & Shaft Agreement on 6 June 2019.³⁸ The Applicant did not provide a bargaining Notice to the other unions.
22. On or about 12 June 2019, UGL Engineering Pty Ltd and the Applicant, as a “single interest entity”, jointly served a bargaining notice on the Unions, together with the AWU, seeking to enter an agreement to cover civil and engineering work, including electrical, plumbing and metal trades work.³⁹
23. For reasons known only to the Unions, they refused to reach any sensible agreement.⁴⁰ They were informed that it was the view of the employer parties that no agreement was possible and negotiations ceased. They were clearly entitled not to reach an agreement, but they cannot then complain if another party chooses to make an agreement to cover the work in question.
24. Whilst the Unions properly acknowledge that *Philmac* makes plain, were it not otherwise so, that it is an error of law for a member of the Commission to refuse approval of an agreement on the basis of a failure to comply with the Good Faith Bargaining Requirements where no scope order is in place, the Unions in a manner not immediately apparent, seem to seek to draw support from the decision. There is certainly dicta of the Full Bench noting a submission by the ACTU that a failure to comply with the good faith bargaining requirements may raise an issue as to whether a party to the agreement “genuinely agreed”. Quite how this may assist the Unions when they are not parties to the agreement and there seems little doubt that the parties to the agreement in question do genuinely agree, is left somewhat unclear.”

[42] CPB further submitted that:

“...

Approval is in the public interest

³⁸ See paragraph 18 of the Statement of Malcolm Davis dated 04.10.19.

³⁹ See paragraph 19 of the Statement of Malcolm Davis dated 04.10.19.

⁴⁰ See paragraphs 20 to 29 of the Statement of Malcolm Davis dated 04.10.19.

39. There ought be no doubt that the Cross River Rail Project is a major project constructing Brisbane's necessary infrastructure for the next century. The unions do not appear to put this in issue.
40. There can similarly be no doubt that it is in the public interest to secure the industrial relations on site for the duration of the project as has been regularly recognised as the role of relevant Greenfields Agreements.
41. Somewhat menacingly, the Unions assert that approval of the Agreements would be contrary to the public interest in that "*it would increase the potential for industrial disputation*".
42. Quite how the approval of Greenfields Agreements, settling employment conditions on the project for the duration of the project, could increase the potential for lawful industrial disputation quite eludes the Applicant.
43. The Applicant does not, given the history of one of the Unions involved, discount the possibility that approval of the Agreements may lead to unlawful industrial disputation, however contends that it would be contrary to the public interest for the Commission to consider the potential for unlawful conduct in determining where the public interest may lie in the approval of the Agreements."

[43] In the present matter I was satisfied that having regard to the scope and scale of the Project and its importance to the State of Queensland it was in the public interest to approve the Agreements. It is clearly preferable to have a greenfields agreement in place prior to the commencement of substantive works so that there is a protection from industrial action during the performance of substantive works. The advantage of having a greenfields agreement as opposed to a brownfield agreement is well understood in the building construction industry.

[44] However, the issue of public interest was also contested on the basis that it was contended on behalf of the Intervening Unions that CPB did not bargain in good faith.

[45] The first observation to make is that in respect of the Agreements CPB was negotiating with the AWU. It was to the AWU that CPB owed a duty of good faith to in its bargaining. The AWU made no allegation that CPB did not bargain in good faith with it.

[46] The allegation that CPB did not bargain in good faith arises out of the fact that, at one point in time, for many months, acting in concert with its joint venture partner UGL it attempted to reach an agreement with all of the relevant unions, but it did not do so.

[47] The evidence of Mr Ingham is instructive in this regard. It evidences an extensive period of negotiation without a successful agreement being concluded. At all times the Intervening Unions wanted a single agreement as opposed to the, at least two, agreements that CPB wanted to conclude. It was a substantial "sticking point" in the negotiation about which, even on the evidence of Mr Ingham, there was an impasse. It may well be, as Mr Ingham said, that the Intervening Unions would be realistic about two agreements, but that certainly had not transpired by August 2019; by which time negotiations had been ongoing for many, many weeks.

[48] Further, at all times the Intervening Unions were fearful that CPB would conclude a deal exclusively with the AWU. They cannot claim to be surprised that that is what ultimately occurred. When negotiations were proceeding slowly, in August 2019 CPB/UGL wrote to the Intervening Unions indicating that "the JV will therefore consider all available

options.” The Intervening Unions were on notice about the same.

[49] Clearly CPB was running a parallel process with the AWU at the same time that it (with UGL) was running a process with the all union group. That does not demonstrate bad faith. Sensibly, CPB was hedging its bets. It, with its joint venture partner, UGL, desired to have at least one agreement with all the Unions, but was, at the same time, laying the ground work to have two agreements exclusively with the AWU. That parallel process does not undermine enterprise bargaining.

[50] The evidence of the Intervening Unions does not demonstrate that CPB was being duplicitous. Its representatives gave no undertaking that they would not pursue a separate agreement with the AWU. The same might not be said for the representatives of the AWU. They appear to have attempted to give the other unions a greater measure of comfort that they would not do a separate deal with the CPB. However, the fact that the AWU was less than forthcoming with its comrades does not mean that CPB did not bargain in good faith.

Consideration contested s. 172(2)(b) – new enterprise

[51] The Intervening Unions submitted that:

“ ...

Ground 5: They do not concern a genuine new enterprise: s.172(2)(b)

48. The Intervening Unions submit that work on the project has already commenced through, at least, sub-contractors. That submission appears to be consistent with the statement of Ronald Thomas (of the applicant) at [19] and [40]. The work described by Mr. Thomas is more than preparatory in the establishment of the enterprise. That raises a serious question as to whether this is a genuine new enterprise as required by s.172(2)(b).

49. At [8] the AWU submissions state that the AWU is not aware of any employees being engaged before the Proposed Agreements were made. Firstly, that submission is not supported by any evidence. Secondly, and in any event, such a fact would not be determinative of the issue.

50. In *Construction, Forestry, Maritime, Mining and Energy Union v CPB Contractors Pty Ltd and The Australian Workers' Union* [2018] FWCFB 3702 the Full Bench held:

[68]

...

The distinction sought to be made by CPB that the inherent characteristic of the enterprise was the engagement of a full-time permanent workforce, is, respectfully, not a distinction which we think, in the circumstances of this case, should be accepted as setting the seven employees apart from the fundamental character of the enterprise as described by the Commissioner.

...

Moreover, such a characterisation, confined as it is to a permanent workforce without more appears to us in the present case to be an insufficient basis on which to conclude that the enterprise is genuinely new. It is difficult to distinguish the engagement by CPB in the enterprise described as award-covered civil construction and water industry works in Victoria, from its “other enterprise” covering the same work but being performed by, for example, labour hire employees engaged by it.

51. The above suggests that the Commission should take a holistic approach to the matter. As the later case of Applications by CPB Contractors Pty Limited & John Holland Pty Ltd [2019] FWC 1122 demonstrates, in circumstances such as these, the Commission should carefully examine the activities that have been and are being undertaken by the applicant in order to determine whether s.172(2)(b) is met.”

[52] CPB submitted that:

“Cross River Rail Project is a genuine new enterprise

36. CPB does not employ anyone on the Cross River Rail Project;⁴¹ it has not directly performed any work in relation to the Cross River Rail Project;⁴² and it has not, as yet, met the conditions precedent for it to participate in relation to the Joint Venture intended to execute the project.⁴³
37. Accordingly it is unclear how the solicitors for the Unions could have been instructed that *“the Applicant’s work on the project has already commenced through, at least, sub-contractors.”*
38. The Commission may wish to be informed of where these instructions came from in order to be assured that it wasn’t being deliberately misled.”

[53] In the present matter the only person who gave evidence about the genuineness of new enterprise being undertaken by CPB and whether it had employed any persons who were necessary for the normal conduct of that enterprise was Mr Thomas. The uncontroverted evidence, which I accept, is that the Project was a new enterprise of CPB and that it had not engaged any employees in respect of the same. Under cross examination Mr Thomas was shown a number of photographs of relevant sites. His evidence was that preparatory work was being undertaken by subcontractor, the Delta Group. The photographs in evidence support the same.

[54] For these reasons I had no hesitation in concluding that the Project was a new enterprise pursuant to s.172(2)(b).

Other matters

[55] The Intervening Unions also submitted that:

“...
Ground 7: Other matters

58. The Proposed Agreements refer to something called “the Project Work Rules” at clause 3.13(b). However, the Project Work Rules are not included, or otherwise defined. The Intervening Unions submit that is a matter which weighs against the approval of the Proposed Agreements.

⁴¹ See paragraph 47 of the Statement of Ronald Thomas dated 04.10.19.

⁴² But see paragraph 40 of the Statement of Ronald Thomas dated 04.10.19 in relation to certain preliminary works performed by a contractor of CPB in relation to the RIS Works.

⁴³ See paragraphs 22 to 36 of the Statement of Ronald Thomas dated 04.10.19.

59. Whilst public documents need not be included in an enterprise agreement,⁴⁴ it is submitted that non-public documents ought to be included, failing which an enterprise agreement will lack the requisite certainty. Such a lack of certainty is exacerbated where, as here, the document in question appears to be amenable to amendment at the discretion of the applicant.
60. The lack of certainty about the operation of the Proposed Agreements, by operation of the Project Work Rules, also makes the BOOT difficult or impossible to assess.
61. Similarly, the fact that future terms and conditions of employment were able to be altered lead to a finding that the impugned enterprise agreement did not pass the BOOT in *Construction, Forestry, Mining and Energy Union v CSR Limited (t/as Viridian New World Glass)* (2015) 250 IR 16.
62. The Intervening Unions do not understand [46] of the Applicant's Submissions which seems to misunderstand this ground of opposition. So that there can be no doubt, the Intervening Unions' contention is that, in circumstances where the Project Work Rules do not form a part of the Proposed Agreements, and appear to be amenable to amendment at the discretion of the applicant, problems arise as to certainty and for the assessment of the BOOT.
63. In any event, at [45] of the Applicant's Submissions it accepts that the relevant sentence⁴⁵ "imposes no obligation and confers no entitlement". By that submission the applicant seems to have effectively abandoned the Project Work Rules, so far as the Proposed Agreements are concerned. The applicant has not offered any undertaking to that effect. Absent an appropriate undertaking, it remains an issue and may preclude approval."

[56] For the reasons advanced by the Applicant and the AWU the other matters were not a barrier to approval of the Agreements.

Conclusion

[57] It was for these reasons that, in relation to the Agreements, I was satisfied that each of the requirements of ss.186 and 187 of the FW Act, as were relevant to the applications for approval had been met, including, without limitation, that it was in the public interest to approve the Agreements.



COMMISSIONER

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⁴⁴ *McDonald's Australia Pty Ltd v Shop, Distributive and Allied Employees' Association* (2010) 196 IR 155.

⁴⁵ "The Employer expects all Employees to comply with its policies and procedures including those dealing with harassment and discrimination in the workplace and the Project Work Rules".



CFMEU vows to disrupt Cross River Rail project



David Marín-Guzmán
Workplace correspondent

Nov 7, 2019 – 6.21pm

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Construction unions have warned of industrial unrest on Queensland's biggest infrastructure project after being sidelined in favour of the more moderate Australian Workers Union.

The Fair Work Commission this week rejected the Construction, Forestry, Maritime, Mining and Energy Union's objections to CPB Contractors' wage deal for the [\\$5.4 billion dollar Cross River Rail project](#) after finding the contractor had done nothing duplicitous.

The greenfields agreement will see workers paid \$220,000 a year on the project for a 56-hour week, with annual pay rises of 3.5 per cent.

But the CFMEU and other building unions demanded even greater overtime penalty rates and 5 per cent pay rises, which threatened to pushed up pay on the taxpayer-funded project towards \$280,000.

CPB had started negotiations with the CFMEU, AWU and the manufacturing, electrical and plumbers unions shortly before the federal election.

However, after months of negotiations and 22 face-to-face meetings, the contractor secretly singled out the AWU to negotiate a deal with reduced scope.

The agreement excluded mechanical and electrical works and doubled award base rates for tunnel and civil surface works, where the AWU has majority coverage.

The commission heard that CFMEU Queensland deputy Jade Ingham had told AWU officials during bargaining that "the only thing CPB can do from here is to run off to you guys and do a sweetheart deal".

"Provided we all hold the line and stick together, we can avoid that outcome," he said.

He said the AWU told him it had no intention of doing that.



The CFMEU argued it was not in the public interest to approve the agreement due to the increased potential of "industrial unrest". AAP

Parallel negotiations

But the CFMEU later realised that CPB had been running parallel negotiations with the AWU when they saw its proposed agreement published on the Fair Work Commission website.

The CFMEU and other unions intervened and called for the commission to throw out the agreement on grounds that approving it "would increase the potential for industrial disputation".

Union counsel Craig Dowling, SC, said that "if, as the result of this arrangement, the employer is to say, 'We don't care, you can't have that representation', that creates disharmony in the workplace and that creates industrial unrest".

CPB's counsel Garry Hatcher, SC, countered there was nothing wrong with an employer reaching a "very respectable agreement in relation to an absolutely critical piece of infrastructure" with one union over others.

The company said given the history of the CFMEU it did not "discount the possibility that approval of the agreements may lead to unlawful industrial disputation".

But it argued that was not relevant to the public interest and the CFMEU's objections were all about its own private interest.

"It was, as it were, outflanked in the hard bargaining that went on," Mr Hatcher said.

CPB 'not duplicitous'

Commissioner Leigh Johns found a parallel process did not undermine enterprise bargaining and there was no evidence CPB was duplicitous.

"The same might not be said for the representatives of the AWU," he said.

"They appear to have attempted to give the other unions a greater measure of comfort that they would not do a separate deal with the CPB.

"However, the fact that the AWU was less than forthcoming with its comrades does not mean that CPB did not bargain in good faith."

The Electrical Trades Union has described the agreement as a "dirty deal" and called on the Palaszczuk government to allow bargaining for one agreement covering all unions on site.

"Failure to do so will leave the ETU and our members with no option but to campaign throughout the five years of the project."

RELATED



Industrial relations

CFMEU backdoor to work sites closed

Queensland plumbers union secretary Gary O'Halloran said "a rushed and opaque tendering and approval process has resulted in a shoddy project agreement that is well below comparable industry standards".

"If the government wants to avoid this becoming a five year nightmare of cost blowouts, substandard work and safety breaches the time for dramatic intervention is now."

However, AWU Queensland branch secretary Steve Baker said the wages and conditions for workers "are right are up there with the very best in the industry".

"We're extremely proud of this deal, which comes as a result of months of intense bargaining," he said.

"This is what constructive unionism looks like – viable projects that go ahead and Australians getting excellent pay and conditions to work on them."

TRAD MUST GO TO PREVENT CROSS RIVER RAIL DEBACLE

August 22, 2019

Deputy Premier Jackie Trad needs to resign, and the Cross River Rail Delivery Authority be scrapped, if the government wants to salvage the fiasco that Brisbane's \$5.4 billion Cross River Rail risks becoming.

If the Palaszczuk government has any regard for the interests of Queensland taxpayers – and still aspires to retain government at the next election – Ms Trad must resign as Treasurer and Deputy Premier, CFMEU state secretary Michael Ravbar said today.

Mr Ravbar told a lunchtime rally of thousands of building workers that the delivery of the long-stalled project had been hamstrung by bureaucratic bungling and a woeful lack of oversight.

"Right now we have more energy and political capital being spent on Jackie Trad's \$700,000 investment property than we do on the largest infrastructure project in Queensland," Mr Ravbar said.

"The CRRDA, along with Ms Trad, is simply not up to the task of managing a project that will deliver real benefits for Queensland workers, for business, the residents of South East Queensland and indeed taxpayers in the state," he said.

"As we've seen with troubled projects like the Townsville stadium, the government has proven itself incapable of delivering on its own stated policy aims when it comes to local procurement, local jobs, training and value for money."

"We simply can't afford a \$5 billion dollar flop that runs years over schedule and budget, with the only real benefits being delivered to the profit margins of contractors and consultants."

"This is not a project that should be rushed through, governance and effective oversight be damned, to meet a political timetable."

"The workers, the construction sector suppliers, and the taxpayers of Queensland deserve better," Mr Ravbar said.

CFMEU Construction & General QLD/NT is with Bullyneen Johnson.
 August 22, 2019 · 🌐

Thank you to all who attended today's rally and march to demand the Palaszczuk government get its act together on Cross River Rail and procurement. Together, loud and proud, we will make a difference.

CFMEU

REGIONAL OFFICE
 Brisbane 170 300 800, 24hr
 Townsville 07 471 8780, 0719

HEAD OFFICE
 74 Campbell Street
 Queensland, Q.L.D. 4000
 Tel: (07) 3231 4000
 Fax: (07) 3231 4099
 Email: head@cfmeu.org.au

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Mark James
 If it wasn't for Qld Labor in general, and Jackie Trad in particular, there wouldn't even be any Cross River Rail. How well do you think you'd go with an LNP government?

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CFMEU Construction & General QLD/NT
August 22, 2019 · 🌐

Cross River Rail ... off the rails!




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 **Sam Rounsevell**
I can see the march and have nfi what you are marching about, do a media release or something, you could have public support if you communicated.

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David Danger Castro
If only they put this much effort when they're onsite things would get done on budget. On time and with quality workmanship.

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Rosie Brooks
Where is the link to the story about the problems they are protesting about?

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Samantha Limburg
I never thought I'd agree with the CFMEU on much, but I certainly do on this.

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Mick Maher
You know the Qld government is on the



CFMEU protest outside Parliament House in Brisbane

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CFMEU leader calls on Jackie Trad to stand down

By [SARAH ELKS](#) Queensland political reporter



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12:00am August 23, 2019. Updated 9:38am August 26, 2019

The corruption watchdog's assessment into Queensland Deputy Premier Jackie Trad's undeclared investment property will be finished in the "next couple of weeks," with "loose ends" being tied up now.

Crime and Corruption Commission chair Alan MacSporran this morning told a parliamentary committee that it was "not unusual" that the watchdog's assessment of the complaint had taken more than five weeks.

"There's just a few loose ends that need to be tied up before we can reveal the results of our assessment," Mr MacSporran said.

"It's not unusual for this to take five weeks...because of some of the complexities."

He said the process had been sped up because Ms Trad had swiftly provided a bundle of relevant documents through her lawyer, after she referred herself to the CCC.

Through her family trust, Ms Trad's husband bought an investment property in Woolloongabba in March. It is alleged the house is likely to rise in value thanks to its proximity to the Cross River Rail, Ms Trad's signature infrastructure project.

Ms Trad did not publicly update her pecuniary interest register to reflect the house purchase until she was contacted by The Courier-Mail months later. It is alleged Ms Trad did not declare a potential conflict of interest relating to the house purchase at a number of key meetings about the Cross River Rail in late March and April, when major decisions about the project were made.

Mr MacSporran said if Ms Trad was found to not have properly declared the property, she could be found to have breached the ministerial rules, which would not fall in the watchdog's jurisdiction and would not require a formal investigation.

However, if Ms Trad was found to have deliberately tried to hide the purchase for financial gain, it would potentially be corrupt conduct, and would require a CCC investigation, Mr MacSporran said.

Ms Trad has apologised for not updating her pecuniary interest register but has denied all wrongdoing. She has promised to stand aside from her Cabinet roles of Treasurer and Minister for Aboriginal and Torres Strait Islander Partnerships if the CCC does decide to investigate.

Yesterday, CFMEU boss and Ms Trad's supposed factional ally Michael Ravbar called for Ms Trad to resign over the integrity issue, and Cross River Rail procurement, exposing a split in state Labor's dominant Left flank.

CFMEU construction and general branch state secretary Michael Ravbar, a member of Labor's national executive and a key Left powerbroker, yesterday demanded the Treasurer's scalp over her undeclared investment property and alleged "mismanagement" of the \$5.4 billion Cross River Rail infrastructure project.

MORE: Elks; [Labour's vulnerability exposed by union boss](#)

At a noisy rally outside Parliament House in Brisbane, Mr Ravbar threatened a showdown over Ms Trad's position at this weekend's Labor's state conference, the second-last before next year's election.

"There's no doubt Trad is not well-liked out there in the community," Mr Ravbar said. "She's never been one (to have a) good relationship with unions...the (investment) property stuff is pretty average at the very best, pretty poor actually.

"You get the build-up of all of these things and ... I don't think she connects well with Queenslanders in general."

Ms Trad is under assessment by the Crime and Corruption Commission for allegations she failed to declare her family trust's purchase of an investment property

that stood to rise in value because of its proximity to a new station for the Cross River Rail, her signature infrastructure project.

Ms Trad has denied any wrongdoing, but has promised to “do the right thing” and step aside from cabinet if the corruption watchdog launches a formal investigation.

Premier Anastacia Palaszczuk has spent weeks defending her government over a series of alleged integrity issues relating to Ms Trad, her chief of staff David Barbagallo, Employment Minister Shannon Fentiman and Assistant Education Minister Brittany Lauga.

Ms Palaszczuk has resisted opposition calls to immediately sack Ms Trad and stand aside Mr Barbagallo, whose part-owned company received \$267,500 in financing from the state government’s Business Development Fund.

Mr Ravbar said the CFMEU had not taken the decision lightly to call for Ms Trad’s scalp but his hard-line stance on his factional ally, Ms Trad, has caused ructions in the party’s Left faction, with the Electrical Trades Union boss Peter Ong expressing “disappointment” at Mr Ravbar’s call.

The ETU stood alongside Mr Ravbar’s Construction Forestry Maritime Mining and Energy Union members at an anti-government protest yesterday, but Mr Ong said he was blindsided by Mr Ravbar’s demand for Ms Trad’s head.

“There’s been a lot of ministerial mismanagement, and the Cross River Rail authority has mismanaged the whole thing, but to come out and call for Jackie Trad to resign is not the right move,” Mr Ong said.

“To call for Jackie Trad’s head, I’m very disappointed because all it’s done is take away from the main point of the rally.”

The Liberal National Party opposition maintained its pressure on the Palaszczuk government over what it is calling “integrity crises”.

In parliament, LNP deputy leader Tim Mander asked Ms Palaszczuk: “In the last month, it has been revealed that the Deputy Premier bought a house via her family trust putting her in conflict of interest with her ministerial responsibilities. The

Deputy Premier did not properly disclose the interest, refuses to release her Integrity Commissioner advice and called the CCC chair when under assessment. Does the Premier retain confidence in the Deputy Premier?”

Ms Palaszczuk responded: “The answer is yes”.

Ms Trad yesterday reiterated her promise to stand down should the corruption watchdog decide to launch a formal investigation.

“I have always endeavoured to do the right thing,” Ms Trad said.

“I have referred myself to the CCC. I will ensure that I abide by the rules. If there is an investigation that follows the assessment of the CCC ,I will do what is right.”

A spokesman for Ms Trad declined to respond to Mr Ravbar’s criticism yesterday.



SARAH ELKS SENIOR REPORTER

Sarah Elks is a senior reporter for The Australian in its Brisbane bureau, focusing on investigations into politics, business and industry. Sarah has worked for the paper for 15 years, primarily in Brisbane, but also in Sydney, and in Cairns as north Queensland correspondent. She has covered election campaigns, high-profile murder trials, and natural disasters, and was named Queensland Journalist of the Year in 2016 for a series of exclusive stories exposing the failure of Clive Palmer’s Queensland Nickel business. Sarah has been nominated for four Walkley awards.

✕ @sarahelks

✉ Sarah Elks

TRENDING



CFMEU withdraws from Labor's left faction two months from state election

By state political reporter Allyson Horn

Government and Politics

Wed 26 Aug 2020



Michael Ravbar, the union's construction division secretary, announced the separation in a statement this morning. (AAP: Dan Peled)

A powerful construction union has spectacularly quit Labor's left faction in Queensland, about two months out from the state election, labelling it a "protection racket" for "dud" politicians.

The Queensland branch of the Construction, Forestry, Maritime, Mining and Energy Union (CFMEU) released a damning statement this morning, criticising Labor left for a lack of leadership and inability to advocate for working class Queenslanders.

CFMEU construction division secretary Michael Ravbar said the split would take effect immediately.

"The leadership vacuum in the left has seen a once powerful voice for working Queenslanders atrophy to the point where today it is little more than a creche for party hacks," he said.

Key points:

The CFMEU said it would stop any donations to the party but would financially support candidates

The union said it would not campaign for the government leading up to the October state election

However the union was not cutting ties with the ALP completely

"The left factional leadership have consistently devoted far more energy to internal intrigues and power plays than to driving a policy platform that reflects both socially and economically progressive values.

"In the process, the faction has become little more than a protection racket for dud members such as Jackie Trad, who as former deputy [premier] bears much of the blame for the failure to look after workers' interests even on major public projects such as Cross River Rail.

"Quite simply, the so-called left faction is now merely an impotent and self-serving echo chamber for a cabal of Peel Street elite who have totally lost touch with their working class roots."



Former deputy premier and treasurer Jackie Trad was criticised in Mr Ravbar's statement. (AAP: Dan Peled)

Ms Trad declined to comment on the matter.

The Union's mining representative Steven Smyth said the CFMEU would also stop any donations to the Labor party, but would financially back individual candidates.

"We've got a clear direction from our membership about donating to the Labor party or any political party," he said.

"We'll support candidates who have the same principles and objectives of our members ... but we're certainly not going to be giving money to the Labor party."

"The Labor party has lost its way in that it's not standing up for blue-collar workers and families in the community."

United Workers Union Queensland secretary Gary Bullock said he wished members of the CFMEU well.

"Working people know Labor will do better by them, they remember what happened the last time the LNP were in government," he said.

"At this time, everyone's priority should be getting through the COVID-19 crisis and standing up for what is best for Queenslanders.

"In my view, that's what the Premier and this Government have been doing.

"The people of Queensland will have the final say on election day."

'I expect they will continue to campaign with us': Miles

The Union has traditionally been a strong advocate for Labor, galvanising its members to campaign for the party ahead of state elections.

Mr Ravbar said the CFMEU would not campaign on behalf of the Government before the October 31 poll.

"There'll be no finances, there'll be no resources, there'll be no people on the ground," he said.

"Historically the CFMEU has been a big supporter of the ALP. If you're talking about federal or state or local government, you're probably talking millions of dollars."

But Mr Ravbar stopped short of cutting ties with the ALP completely.

"At the end of the day we still want to remain within the party," Mr Ravbar said.

"We just don't walk away from a fight or a belief that you need to govern for all, not just a select few."

The CFMEU has been publicly warring with Labor for more than a year now, over concerns about the Government's flagship infrastructure project, Cross River Rail.

In 2019, [hundreds of workers marched on state parliament](#), calling for the resignation of then deputy premier Jackie Trad.

At the time, the trade union provocatively declared Ms Trad was "no friend of the worker" — a bold accusation for the party that prides itself on its blue-collar worker roots.

Ms Trad was later stripped of her Cross River Rail portfolio and was dropped from cabinet earlier this year, following a Crime and Corruption Commission investigation into an unrelated matter.

When Premier Anastacia Palaszczuk was today asked if she thought she had any dud politicians in her team, she responded, "No I don't".

"All the unions play a vital role," she said.

The left faction's most senior Government minister, Deputy Premier Steven Miles said he expected the union would still support Labor during the October poll.

"Well I understand they're staying affiliated with the Labor party, I expect they would continue to campaign with us at the election because they know that it's the Labor party who works with them to support jobs in their industries," he said.

GN-25(a)

CFMEU Construction & General QLD/NT's Post

CFMEU Construction & General QLD/NT
June 16, 2020 · 🌐

Kate Jones, it's time to stand up for Queensland.
<https://www.smh.com.au/.../union-claims-kate-jones-has...>

The graphic features three shields. The left shield is blue and white, labeled 'STATE OF ORIGIN NSW BLUES'. The middle shield is black and white, labeled 'CROSSRIVER STATE OF ORIGIN'. The right shield is maroon and gold, labeled 'STATE OF ORIGIN QLD MAROONS'. Below the left shield is the text 'INTERSTATE CONTRACTORS VISA WORKERS LABOUR HIRE' and a large green checkmark. Below the right shield is a photo of a player in a blue and white jersey with 'Harvey Norman' on the front, and a black box with the text 'DECISION PENDING...'.

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Andrew Ramsay
Minister Jones is strangely missing the point? "Local jobs" is what the statement from CFMEU State Secretary Michael Ravbar is talking about! Not the total number of jobs on the project 🤔

5y · Like · Reply · Edited

GN-25(b)

CFMEU Construction & General QLD/NT's Post



CFMEU Construction & General QLD/NT
April 3, 2023 · 🌐

✕

Speaking of Cross River Fail:

⋮

CFMEU

REGIONAL OFFICES
Darwin – Ph (08) 8981 5280
Townsville – Ph (07) 4768 8715

CFMEUQ
State Construction
& General Division

HEAD OFFICE
16 Campbell Street
Bowen Hills QLD 4006
Ph (07) 3231 4600
Fax (07) 3231 4699
qldqueries@cfmeu.org

PALASZCZUK MUST DUMP "BULLSHIT ARTIST" MARK BAILEY

April 3, 2023

Enough is enough. No more excuses, or, to use Transport Minister Mark Bailey's own turn of phrase, no more "bullshit".

For the good of Queensland, the Minister who has presided over the Cross River Fail debacle and numerous other transport infrastructure flops must be replaced, CFMEU secretary Michael Ravbar said.

"Mr Bailey has repeatedly promised that Cross River Rail is "on time and on budget", yet in light of a near \$1 billion cost blow-out he now says anyone claiming to deliver a construction project on time and on budget in the current climate is a "bullshit artist"."

"Logically, the only thing you can take from that is when it comes to "bullshit" the Minister is a bovine poo virtuoso."

"We have warned repeatedly that Cross River is a steaming mess of mismanagement all the way from the top down, and the final cost will well exceed what even now Mr Bailey admits, and the alleged completion date looks like a triumph of optimism over experience."

"Mr Bailey's excuses are hollow. COVID was not a big issue on construction sites in Queensland, material costs had been largely locked in with forward contracts at the start of the project, and wet weather has minimal impact on underground tunnelling work."


"The job has been plagued with safety issues including exposure to deadly silica dust, sub-contractors have struggled to be paid on time, and the turnover of skilled workers on site is among the highest we've seen."


"Mr Bailey is captive to his own dysfunctional department, led by a director-general fixated by false economies and determined to use the cheapest contractors on the market, regardless of their reputation for cost-overruns and poor build quality."


"If Premier Annastacia Palaszczuk holds any hope of delivering critical transport infrastructure – such as the Coomera Connector – in time for the Olympic Games, she needs to admit that the Transport Minister is well past his use-by-date and must be replaced."

 69

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Craig Miller

You know the QLD Labor government is the worst in history when even the Unions are criticising and against them

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GN-25(c)

CFMEU Construction & General QLD/NT
July 31, 2023 · 🌐

"Mark Bailey is a Minister who is tired, and quite simply not up to the job."

CFMEU

REGIONAL OFFICES
Darwin – Ph (08) 8961 5260
Townsville – Ph (07) 4766 6715

CFMEUQ
State Construction
& General Division

HEAD OFFICE
16 Campbell Street
Bowen Hills QLD 4006
Ph (07) 3231 4600
Fax (07) 3231 4699
enquiries@cfmeu.org

FAILED MINISTER MUST GO

July 31, 2023

Premier Annastacia Palaszczuk must sack failed Transport Minister Mark Bailey, and replace him with someone capable of restoring trust not only on the troubled Cross River Rail project, but also in government's wider ability to deliver infrastructure in Queensland.

"Mark Bailey's stewardship of Transport and Main Roads has been a debacle, and his continued presence in cabinet is an embarrassment," CFMEU secretary Michael Ravbar said.

"For years, long before last week's catastrophic incident on Cross River Rail, Minister Bailey has been presiding over a dysfunctional department with a reputation for cost blow-outs, project delays, poor safety and build quality, and rampant exploitation of workers."

"Cross River Rail is at least \$2 billion over budget and 18 months behind schedule, and TMR is so notorious in the industry for poor project management that reputable subcontractors are often reluctant to even bid for work on government jobs."

"Around the state other TMR projects are similarly behind schedule and over budget – the \$2.4 billion cost blow-out with the Maryborough train program just one example - with workers routinely exploited via sham contracting arrangements and dodgy labour hire deals, and exposed to potentially deadly safety risks," Mr Ravbar said.

"This is a Minister who is tired, and quite simply not up to the job."

"If Ms Palaszczuk is serious about repairing this mess and rebuilding trust she will not only remove Mr Bailey but also abolish the Cross River Rail Authority, which is nothing more a layer of needless, expensive and unaccountable quasi-bureaucracy that the government uses to shirk its responsibilities."


"With an election just over a year away this government is fast running out of time to demonstrate is its focused on – and actually capable of – delivering results rather than trying to spin its way out of one crisis to the next."

"Dumping a liability like Minister Bailey and junking the CRRDA would be a good start."


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Last time unions went down this track we got Campbell Newman as Premier

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 **Frank Malone**
Wayne JoanneDiesel Mills The arrogant Bligh Labor Government anti/ worker anti/ union Privatisation agenda "paved" the way for the most reactionary Newman LNP Government . Ms Bligh is now CEO of the Australian Bankers Association . So much for many for... See more

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GN-25(d)

CFMEU Construction & General QLD/NT's Post

CFMEU Construction & General QLD/NT
August 8, 2023 · 🌐

The Minister responsible for Cross River Fail, Mark Bailey, told parliamentary estimates hearings this morning he wants to be known as "Builder Bailey". Yair, okay mate, whatever.



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 **Barry Lawson**
He should resign he doesn't know anything about construction all he is worried about is him self get hion the job site to have a look

2y Like Reply 👍

GN-26

The Courier-Mail 15 June 2020 - Kate Jones Open Letter, published as full-page advertisement



CROSSRIVER FAIL

An open letter to Minister for State Development Kate Jones

Dear *Minister Kate*

It's time.

It's time to actually deliver substance ahead of spin on your troubled Cross River Rail project.

You promised thousands of jobs for Queensland workers and claim the project is already supporting 2000 jobs. The reality on the ground is 350-400 people employed, many of them either on low-paid and insecure labour hire arrangements, or from interstate or on foreign work visas.

This is not due to a shortage of skilled labour in Queensland, but because lead contractor CPB is financially stretched, and desperate to cut corners and costs at every opportunity.

You promised to put Queensland first. The real story is a flood of bargain-basement sub-contractors from interstate whose only link to Queensland is a Post Office Box.

You promised a world class project, yet you have a lead contractor putting the lives of workers and the public at risk. Queensland safety inspectors have issued more than 70 safety enforcement notices – many of them for serious breaches - since demolition began just seven months ago.

Minister, where are the apprentices? Where are the local subbies?

More importantly where is the oversight of a project that, according to the Treasurer, is now costing Queensland taxpayers \$6 billion?

This job should play a pivotal role in Queensland's economic recovery from COVID-19, but not if local workers and subbies continue to be sold out to the lowest bidder.

Minister, you have the power to fix this, and to apply your government's own "best practice" policy. It's time to stand up for the state you claim to represent.

Kind regards,

Queensland construction workers

Harvey Norman

Authorised by M. Harris, QMSU. © Copyright by Bruce Harris 2020.

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Cross River Rail: Union targets Kate Jones for 'selling out Qld jobs'

The CFMEU has launched a campaign against senior Cross River Rail Minister Kate Jones, claiming the government's promise of 2000 jobs had failed to materialise, with just 350 to 400 people employed and many from interstate and overseas.

Jessica Marszalek State Political Editor

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less than 2 min read June 15, 2020 - 5:45AM

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THE powerful CFMEU has launched a campaign against senior [Cross River Rail Minister Kate Jones](#), claiming she's "selling out Queensland jobs" in a move that could have consequences for the election campaign.

Thousands of pamphlets criticising Ms Jones for her "Cross River Fail" were yesterday jammed in letterboxes around Ashgrove, in her state seat of Cooper.

[Mammoth \\$5.4 billion project drives hiring spree](#)

[Kate Jones: Cross River Rail critical for our economic recovery](#)

[How Cross River Rail will change peak hour commutes](#)

[Cross River Rail: What is and isn't included in \\$5.4 billion budget](#)

It came as full-page ads were today run in newspapers, including *The Courier-Mail*, claiming the Palaszczuk Government's promise of 2000 jobs had failed to materialise, with just 350 to 400 people employed and many on insecure labour hire agreements or from interstate and overseas.

The action is part of a long-simmering fight over contractors being used on the \$5.4 billion signature infrastructure project that could impact Labor's election chances.

It is not yet known how the tensions will feed into the building union's willingness to fundraise and proactively pour resources into a campaign for the October 31 poll.



Cross River Rail Minister Kate Jones. Picture: Tertius Pickard

CFMEU state secretary Michael Ravbar said Cross River Rail had “failed spectacularly to deliver on its promise” as he criticised the main contractor, CPB.

“A reputable and responsible construction company does not manage to chalk up more than 70 safety breaches – many of them serious – in just seven months,” Mr Ravbar said.

“The government has a very clear policy when it comes to major projects that stipulates local content, local procurement, local jobs and apprenticeships and training. CPB is not fulfilling a single one of these requirements.

“Kate Jones can use the same playbook as (former Cross River Rail minister) Jackie Trad and pretend everything is fine.

“Or she can fix this.”



National Queensland Cross River Rail

This was published 5 years ago

Union claims Kate Jones has failed to deliver jobs on Cross River Rail



Lydia Lynch

June 15, 2020 – 6:49am

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A construction union has hit out at senior minister Kate Jones, claiming she has failed to deliver on thousands of local jobs promised for Queensland's biggest infrastructure project.

The powerful CFMEU claims Cross River Rail, the state government's signature infrastructure project, "has failed spectacularly to deliver on its promise" and disputes it had created thousands of jobs for locals.



Queensland Premier Anastacia Palaszczuk (centre), Treasurer Cameron Dick (right) and Minister for State Development Kate Jones at the Cross River Rail's Roma street station construction site in Brisbane in May. AAP/DAN PELED

Graeme Newton, CEO of the Cross River Rail Delivery Authority, said the project would deliver 7700 jobs during construction and at present there were more than 2000 workers across all sites.

CFMEU state secretary Michael Ravbar said the real number of jobs created was a "fraction of the number claimed by Ms Jones and the authority, more like 350 to 400 people".

"And of these, far too many are going to workers from interstate, on foreign work visas or on bare-bones and insecure labour hire contracts."

Full-page advertisements were taken out on Monday attacking Ms Jones, and hundreds of homes in her inner-west seat of Cooper were letterboxed.

The campaign is part of long-running tension between the state Labor government, the union and the contractor chosen to construct the \$5.4 billion project.

The CFMEU [last month alleged](#) the project's contractor, CPB, had racked up more than 50 breaches of workplace health and safety laws in the past six months.

The alleged breaches included failing to manage asbestos contamination and providing inadequate access and egress to work areas.

"The government has a very clear policy when it comes to major projects that stipulates local content, local procurement, local jobs and apprenticeships and training," Mr Ravbar said.

"CPB is not fulfilling a single one of these requirements.

"Kate Jones can use the same playbook as [former CRR minister] Jackie Trad and pretend everything is fine. Or she can fix this."

The union donated \$24,500 to the Queensland Labor party in 2019 and \$18,000 in 2017.

It was yet to donate a dollar in 2020, despite it being an election year.

The union had previously [threatened to pull support](#) for the Palaszczuk Government if perceived problems were not fixed.

Ms Jones has said more than 400 local businesses had benefited from Cross River Rail.

"The government has been very clear – we're getting on with projects that will create jobs for Queenslanders and stimulate our economy," she said.

"Right now, Cross River Rail is already supporting more than 2000 jobs. At the height of construction, that number will be more like 3000."

GN-29

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REGIONAL OFFICES
 Darwin – Ph (08) 8981 5280
 Townsville – Ph (07) 4766 8715
CFMEUQ
 State Construction
 & General Division

HEAD OFFICE
 16 Campbell Street
 Bowen Hills QLD 4006
 Ph (07) 3231 4600
 Fax (07) 3231 4699
 qntqueries@cfmeu.org

CFMEU QUILTS ALP LEFT FACTION

August 26, 2020

The CFMEU will be withdrawing from the left faction of the Queensland ALP, effective immediately.

Both the Mining and the Construction & General divisions of the CFMEU have decided the union can be a more effective advocate for workers as a voice totally independent of a faction that has lost touch with its core values.

“The leadership vacuum in the left has seen a once powerful voice for working Queenslanders atrophy to the point where today it is little more than a creche for party hacks,” CFMEU construction division secretary Michael Ravbar said.

“The left factional leadership have consistently devoted far more energy to internal intrigues and power plays than to driving a policy platform that reflects both socially and economically progressive values.”

“In the process the faction has become little more a protection racket for dud members such as Jackie Trad, who as former Deputy Premier bears much of the blame for the failure to look after workers’ interests even on major public projects such as Cross River Rail.”

“Quite simply the so-called left faction is now merely an impotent and self-serving echo chamber for a cabal of Peel Street elite who have totally lost touch with their working class roots.”

“While the CFMEU will remain affiliated with the ALP, the union will be a more potent force free of any formal factional links.”

“Our only factional alignment is with the interests of our members.”

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Darwin – Ph (08) 8981 5280

Townsville – Ph (07) 4766 8715

CFMEUQ

 State Construction
& General Division

HEAD OFFICE

16 Campbell Street

Bowen Hills QLD 4006

Ph (07) 3231 4600

Fax (07) 3231 4699

qntqueries@cfmeu.org

PALASZCZUK MUST DUMP “BULLSHIT ARTIST” MARK BAILEY

April 3, 2023

Enough is enough. No more excuses, or, to use Transport Minister Mark Bailey’s own turn of phrase, no more “bullshit”.

For the good of Queensland, the Minister who has presided over the Cross River Rail debacle and numerous other transport infrastructure flops must be replaced, CFMEU secretary Michael Ravbar said.

“Mr Bailey has repeatedly promised that Cross River Rail is “on time and on budget”, yet in light of a near \$1 billion cost blow-out he now says anyone claiming to deliver a construction project on time and on budget in the current climate is a “bullshit artist”.

“Logically, the only thing you can take from that is when it comes to “bullshit” the Minister is a bovine poo virtuoso.”

“We have warned repeatedly that Cross River is a steaming mess of mismanagement all the way from the top down, and the final cost will well exceed what even now Mr Bailey admits, and the alleged completion date looks like a triumph of optimism over experience.”

“Mr Bailey’s excuses are hollow. COVID was not a big issue on construction sites in Queensland, material costs had been largely locked in with forward contracts at the start of the project, and wet weather has minimal impact on underground tunnelling work.”

“The job has been plagued with safety issues including exposure to deadly silica dust, sub-contractors have struggled to be paid on time, and the turnover of skilled workers on site is among the highest we’ve seen.”

“Mr Bailey is captive to his own dysfunctional department, led by a director-general fixated by false economies and determined to use the cheapest contractors on the market, regardless of their reputation for cost-overruns and poor build quality.”

“If Premier Annastacia Palaszczuk holds any hope of delivering critical transport infrastructure – such as the Coomera Connector – in time for the Olympic Games, she needs to admit that the Transport Minister is well past his use-by-date and must be replaced.”

GN-31

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REGIONAL OFFICES
 Darwin – Ph (08) 8981 5280
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CFMEUQ
 State Construction
 & General Division

HEAD OFFICE
 16 Campbell Street
 Bowen Hills QLD 4006
 Ph (07) 3231 4600
 Fax (07) 3231 4699
 qntqueries@cfmeu.org

FAILED MINISTER MUST GO

July 31, 2023

Premier Annastacia Palaszczuk must sack failed Transport Minister Mark Bailey, and replace him with someone capable of restoring trust not only on the troubled Cross River Rail project, but also in government's wider ability to deliver infrastructure in Queensland.

"Mark Bailey's stewardship of Transport and Main Roads has been a debacle, and his continued presence in cabinet is an embarrassment," CFMEU secretary Michael Ravbar said.

"For years, long before last week's catastrophic incident on Cross River Rail, Minister Bailey has been presiding over a dysfunctional department with a reputation for cost blow-outs, project delays, poor safety and build quality, and rampant exploitation of workers."

"Cross River Rail is at least \$2 billion over budget and 18 months behind schedule, and TMR is so notorious in the industry for poor project management that reputable subcontractors are often reluctant to even bid for work on government jobs."

"Around the state other TMR projects are similarly behind schedule and over budget – the \$2.4 billion cost blow-out with the Maryborough train program just one example - with workers routinely exploited via sham contracting arrangements and dodgy labour hire deals, and exposed to potentially deadly safety risks," Mr Ravbar said.

"This is a Minister who is tired, and quite simply not up to the job."

"If Ms Palaszczuk is serious about repairing this mess and rebuilding trust she will not only remove Mr Bailey but also abolish the Cross River Rail Authority, which is nothing more a layer of needless, expensive and unaccountable quasi-bureaucracy that the government uses to shirk its responsibilities."

"With an election just over a year away this government is fast running out of time to demonstrate its focus on – and actually capable of – delivering results rather than trying to spin its way out of one crisis to the next."

"Dumping a liability like Minister Bailey and junking the CRRDA would be a good start."

GN-32

CFMEU Construction & General QLD/NT
August 2, 2023 · 🌐

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Darwin – Ph (08) 8981 5200
Townsville – Ph (07) 4796 8715

CFMEUQ
State Construction
& General Division

HEAD OFFICE
16 Campbell Street
Bowen Hills QLD 4006
Ph (07) 3231 4600
Fax (07) 3231 4699
enquiries@cfmeu.org

MARK BAILEY: THE MAN WITH THE REVERSE MIDAS TOUCH

August 2, 2023

If Labor harbours any hope of retaining government at next year's state election, Premier Anastacia Palaszczuk must clean the dead wood from her Cabinet, starting with failed Transport Minister Mark Bailey.

Confirmation that Mr Bailey deliberately tried to hide a \$2.4 billion cost blow-out in the government's train manufacturing project should end once and for all any suggestion he is fit to retain a senior Ministerial role, CFMEU secretary Michael Ravbar said.

"Mark Bailey is a one-man, walking disaster zone," Mr Ravbar said. "He's like a reverse version of King Midas, except everything he touches turns to poo, not gold."

"In addition to the revelations about the bungled train project and attempts to cover-up the debacle, this is the Minister who has presided over a billion dollar blow-out in the cost of the troubled Cross River Rail project – which is an under-estimation of the true situation."

"And that is before you consider his refusal to heed repeated and direct warnings about the dire safety conditions on that project ... moving to intervene last week only after a worker, who remains in intensive care, was nearly killed."

"Add into that his serial mismanagement of other infrastructure projects, such as the \$600 million cost blowout on the Coomera Connector and countless other projects also well over budget and behind schedule, and you have to ask yourself why Premier Palaszczuk continues to run a protection racket for him?"

"It is rare I agree wholeheartedly with The Courier-Mail, but as the paper said this morning: 'if the Premier does not act, she sets a worrying new low standard for her ministry'."

"Mr Bailey's use-by-date has long passed. He is a risk to workers, a risk to taxpayers, and a risk to all Labor MPs who hope to retain their seats next year. Premier Palaszczuk must read the room and act swiftly and decisively to cut him loose."

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Lana Howcroft

I totally agree.

2y Like Reply

GN-33

CFMEU Construction & General QLD/NT
 August 8, 2023

Work on the Cross River Rail project remains stalled amid ongoing safety failures. The government now has no choice but to directly intervene if it is to save this train wreck of a job:



REGIONAL OFFICES
 Brisbane: Ph: (07) 4781 4364
 Townsville: Ph: (07) 4781 8713

CFMEU
 Construction & General Queensland & Northern Territory

HEAD OFFICE
 19 Commercial Street
 Brisbane QLD 4000
 Ph: (07) 3231 4600
 Fax: (07) 3231 4600
 Email: info@cfmeu.org.au

ONGOING SAFETY FAILURES LEAVE CROSS RIVER RAIL STALLED

August 8, 2023

Two weeks after work stopped on the troubled Cross River Rail project after a near-fatal incident, work remains at a virtual standstill with middle management and workers leaving in droves amid CRB's continuing failure to rectify critical safety issues.

"The so-called 'safety review' that CRB and Minister Mark Bailey promised after a worker was nearly killed in a 32 metre fall from scaffolding is nothing more than window dressing aimed at neutralising a public relations problem," CFMEU secretary Michael Kewler said.

"Quite simply, workers and large swathes of middle management are refusing to return to normal duties while there remains a very real danger of serious injury or worse. Many more have already quit and found work on more consistently managed jobs."

Safety failings identified by union officials – who until now had been largely locked out of Cross River work sites by CRB despite holding permits allowing entry – include:

- scaffolding and formwork systems that are not compliant with other legislation or CRB's own engineering plans
- ongoing and unrectified risks of fall from heights and falling objects (such as the incident which saw a forklift cabin smashed by a steel rod a fortnight ago)
- a failure to address serious silica dust issues across the job, particularly at tunnel bores
- structural integrity issues
- serious electrical safety breaches across the project
- rampant use of unqualified visa workers, including labourers on student visas

2/2

"This means the immediate removal of Minister Bailey, who has known for the stars about systemic problems on the site but has ignored multiple and detailed warnings, and instead run a protection racket for CRB."

"It must also include a binding directive from the government requiring CRB to work with, rather than fight, building unions to properly address these issues. CRB has demonstrated time and again that it can not be trusted to honour its commitments, and views its workforce as little more than expendable farm or a spreadsheet."

"It would be hoped that when Minister Bailey from parliamentary estimates hearings today, he will actually come clean about the scale of the failings of Cross River Rail, rather than spinning yet more fairy dust."

"Cover-up and denial is exactly why this allegedly showpiece state government project is now more than \$3 billion over budget, 18 months to two years behind schedule, and a potential death trap for those trying to build it."

CONTACT: [REDACTED]

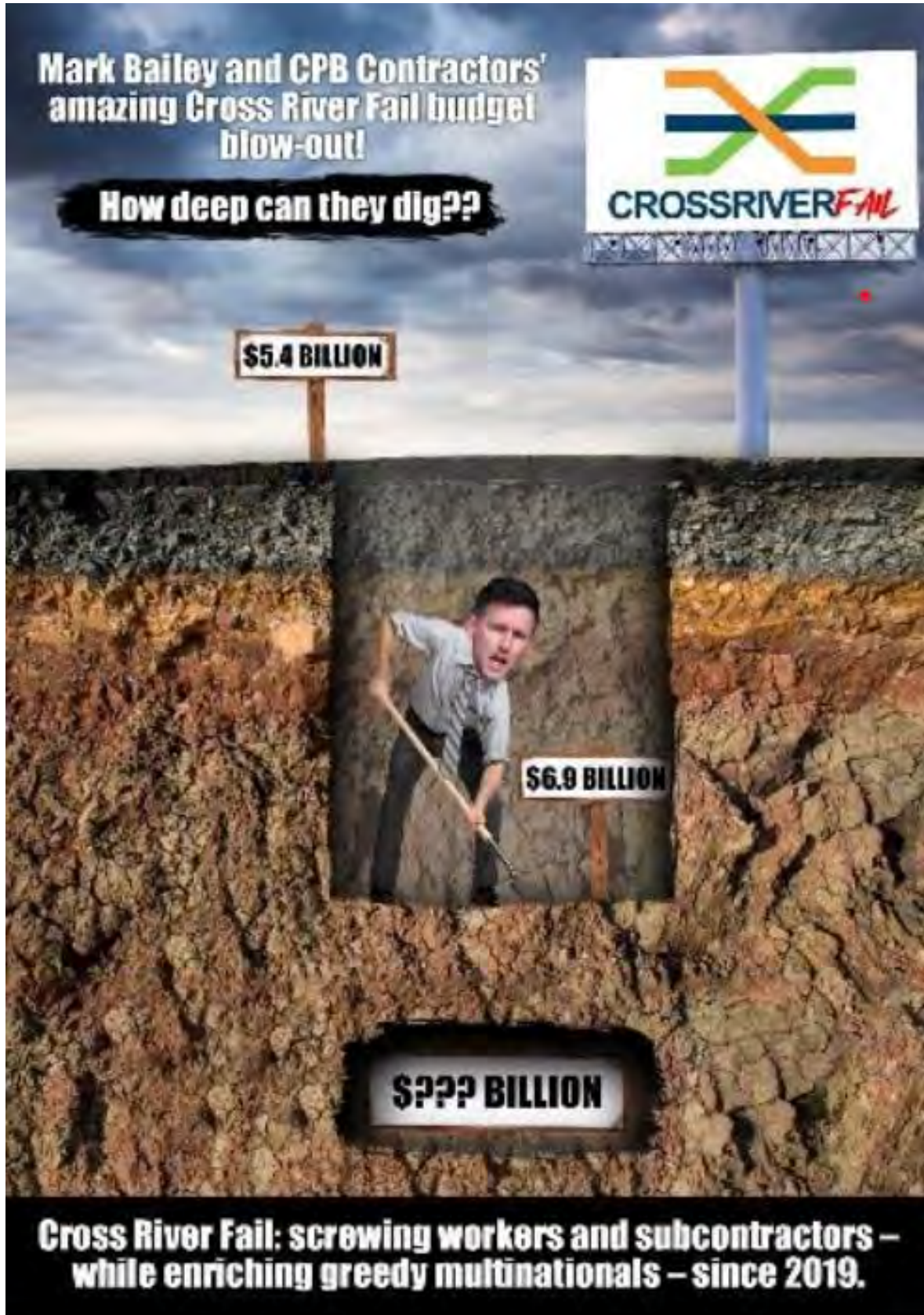
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Christopher Stumer
 Get Queensland's Governor to step in. Our democratic power exists far beyond the ballot box.

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GN-35

TRANSCRIPT

CFMEU RALLY OUTSIDE 123 ALBERT STREET, WEDNESDAY, 8 SEPTEMBER 2021

TOPIC/S:

First speaker: ... a secret, but we're all copping it up the ass because of it. We're outside of that job, on the inside of that job, on the outside of that job, it's depressing to turn up there. You get five different ways of doing the one job - five different ways. There's only one way to do a job isn't there, we all know that. We all know that. We get told what we need to be doing there, you don't know what you're doing, you have got to do it this way. It's been a long, long, long painful ride. I can't wait to see the end of it. But I'm really stoked that you blokes are behind us, thanks very much. [Pointing at 123 Albert] These blokes aren't behind us, they can't be behind us, because they're doing things that were just not logical. So thanks very much fellas for turning up, we've got to give it to these blokes forever. Thank you.

Jade Ingham: Well, not really, don't start that union shit here. Thanks very much random bloke, anyone who knows him knows he's pretty random but that was good, good on you brother. Give him a big cheer. He deserves better, his brothers and sisters on that job deserve better, we all deserve better, the taxpayers that are funding this job deserve better. It is just a joke, and they can't wash over it with any more lies. Mark Bailey, start telling the truth. Labor government, start telling the truth. They'll tell you that every section of this job is late. They'll tell you that every section is unsafe. They'll tell you that every section is disorganised, poorly planned. Their job is a shit show. These people couldn't build a chook shed for ya. They are useless. It's time now to get them to disband and get the whole show closed down, and get it brought back to someone that knows how to build a job. We know how to do it, as you heard from our random worker. I say Cross River you say fail, Cross River -

Crowd: Fail (x4).

Jade Ingham: Here's another bloke who doesn't need any introduction, Michael Ravbar State Secretary of CFMEU.

Michael Ravbar: Alright, again, thanks for everyone that's come here today, especially the workers from the Cross River Rail. As you heard from the other end where the story was told about their intimidation, the threats that they were going, just to have their democratic right to turn up here with their other workmates in the construction sector and to stick up and say 'are we proud of those guys and girls that turned up today?'. Can't hear ya.

(Crowd rounds on ABCC representatives) Alright, now guys, don't get distracted, always going to get a few rats in the crowd. Grubs.

Just a few things. You heard the story at the other end from Ongy about what we're doing today as a Building Trades Group of Unions. When you have rallies such as this you want to know what you're doing moving forward. As you heard from Ongy, he didn't want to mention a particular person's name. How about that I'll do it. The guy's a pretender, he's a fraud, he's so many other things, he's incompetent, he's

inept. Guess what the guy's name is if you didn't hear on the way down? His name's Graeme Newton. I want a bit more of a boo than that. I've got a little bit of a story about Graeme. I've known Graeme for a long time, probably gonna show me age here today. I knew him back years ago, when he actually built Paradise Dam in Bundaberg - and didn't he fuck that job up. Now that job is leaking like a sieve, it's gonna cost the taxpayers hundreds and hundreds of millions of dollars to fix. This guy, the only reason why he's in the gig that he is, he couldn't even build a cubbyhouse this dickhead, is that he's been around his Labor mates, he's a friend of Anna Bligh, he's a friend of Jackie Trad, it wouldn't be based on his ability or his experience. He's not even from the construction industry, he's a surveyor. He's a bullshit artist and he's a fraud. But what he's doing to the workers on this project is unacceptable. What he's also doing is unacceptable for the taxpayers of this state. This Labor government needs to get a reality check, and say when you waste \$1.5 million, there'll be more billions of dollars wasted on this project, that is less money for nurses to be employed, less money for teachers, it'll mean less roads being built, less schools, less infrastructure there. Why? Because you had this person here that gets paid more money than the Premier and is doing a dreadful job, but he's still in the job. And guess what? He's trying to find - he's sneaky, because he is a sneaky gentleman. Shit, shouldn't have called him a gentleman. He's a sneaky asshole who wants to go and work for Inland Rail and can't wait to get out of it. But as a union, we shouldn't be held to ransom by one bloke who's decided that he's going down this path of self-destruction.

I was on the Cross River Rail the other week, and for example, I know a lot of our members are getting intimidated on the job, their welfare's not great. They've got shit safety. 260 to beat and still counting. It was 150 the third week in August. I went down to that job, guess what I took with me? The industry funds. I took the super redundancy, the income protection, the portable long-service leave, and guess what? I took mates in construction, looking after the welfare of workers. And guess what? We're all banned. In all my time, is that people suffer and they struggle, is that this state government's commitment to the welfare of workers, these people ain't. So they were banned from the site. So everything about suicide prevention and welfare, all those signs and publications and information, that people need, they need that support and welfare, was ripped down. Would any of you guys and girls here today accept that on any other project in Queensland? Of course you wouldn't. Because at the end of the day, it's a state government project. And this state government need a reality check.

Also, can I just say the media's been an absolute disgrace with this. The reason why you heard up there, you actually heard the story, at some stage all the spins and yarns and lies are gonna catch up with this government and Cross River Rail. Soon as there's an issue about safety or silica exposure to the community, what they do is they put in overdrive. Channel Seven for example, and talk about corruption and sending the wrong message, and also The Courier Mail [inaudible], is that for The Courier Mail, the second biggest generator of advertising is Cross River Rail. So who says you can't be bought out there in the corporate world? They won't tell you the true story. They're bought out by Cross River Rail. The same thing from Channel Seven. They're like puppets. 'This is the best project in the world' - well it ain't. You heard up there, you got a boring machine at Roma Street, that's the only place that they go to. It broke through the other day and they said 'oh we're on time'. Well you

got one here at Albert Street, that's sitting idly, that'll be sitting idle there for the next 13 months. But you don't see the media ask those questions. You don't see the media ask 'well why is there this disgrace to taxpayers' money when you can do a lot of other good for the community all through Queensland not just in the south-east corner?'.

These questions ain't being asked. Cause why? Cause it's a magical dollar. They're bought and they're corrupt and that's why you don't have these stories told. But as a union, we're part of the community, everyone here's part of the community, we have family and friends, we're all taxpayers, and by having a democratic right here today, you're actually exposing the government, you're exposing Cross River Rail. So what do we want out of here today? Is that first of all, and I want all of the endorsement, it's not that hard for the government - get rid of someone that ain't performing. This bloke wouldn't crack it in the corporate sector. He'd be in purgatory. He'd be on the corporate scrap heap tomorrow. But why? The government goes in there. He must have something against the government. There must be something there that he had on Jackie Trad, Kate Jones or the government, cause anywhere else, anywhere in Australia, he'd be in the dump heap tomorrow. Cause at the end of the day you have got to perform, and when you're not perform, you're on the outer. So they must be disbanded. The whole Cross River development agency, 221 people - I can't work what the fuck that they do. I know what they do. They bludge on the taxpayers. Are we going to accept that?

Crowd: No

Michael Ravbar: Also, the other thing what we gotta, what I want endorsement here today, is that once the Cross River development agency's disbanded, bring it back in-house. It ain't that hard. The government, is that for example, Transport and Main Roads does \$20 billion worth of construction every year in capital [inaudible]. This job, no one can work out how much it is. One minute the Premier's saying \$5 billion in Tokyo, next minute Hinchcliffe's saying six, some are saying 5.4, the other day I heard 6.9 - let's get a fucking dartboard out and lets have another guess. That just shows you mismanagement of the biggest infrastructure project, and it reminds me when the last big project that the Labor government did, Cross River Rail, guess who the consortium was - wasn't CPB there, it was called Leightons. They're the same people. John Holland and THIESS. We thought if we changed our name, we'll suddenly be a good corporate citizen - like fuck you are - is that you're rotten to the core, you're a multinational company that's screwing workers, screwing the community, screwing taxpayers and least one thing about everyone in this industry all have skin in the game.

We don't want to be on a shit job that has no training, doesn't have any local content, got terrible jobs, and don't look after the community, is that that's not what we're all about. Cause you know why? Cause he actually care. We actually care about seeing young people in the industry. We actually care about people's welfare. We actually care about having training. We actually care about good quality, secure jobs. We do care about strong safety on the job. That's why you're here today. And if this Labor government is going to look after this Cross River Rail and CPB, or then they should be kicked out of government. That's what Anna Bligh did with the airport tunnel, same thing happened there. People died on the job. No all labour hire was like a

cancer on the job. Hardly any local content. All the local businesses got screwed. But what the voters did at the next election - they fucken voted them out. And you don't reward bad behaviour. If you think you should learn from history, this government hasn't learned it. And what we need to do, this is just the start, what I'm saying today is pretty simple measures, cause what they did about a year and a half ago, they gotten rid of the board, cause that's the last rally that we had.

So someone looking after their Labor mates like Lucas and all the directors were getting \$160 grand of our money, doing again, jack shit, is that they made all these changes. Palaszczuk, Kate Jones, they all got up there went 'we're gonna be strong, we're gonna sort it out, not one more dollar of taxpayers' money is gonna be spent' - well what a con. The end of the day, the Premier needs to be honest with the state, is that where did the \$1.5 billion go, can you give a guarantee that no more extra money's gonna be spent on this job? Can you guarantee that there's gonna be training on the job? Cause there's no apprentices on the job. Every time you see a photo shoot - these cheap opportunities to try and con the taxpayers of Queensland that they're actually delivering something - they ain't delivering at all. We wanna see those outcomes, I know that you do, I know the fact that you come along here today, and on behalf of all the unions, I want to congratulate ya, is that this job is still just started, because this job will go south, is if the government is caring about workers and not multinationals, and cares about the community, and values in regards to how your money's spent, and want to make sure these things happen, well let's make it happen. And by your activity today, and by telling the other story, cause at some stage all this spins and lies, they can spend all the money they can on Channel Seven with the advertising and all The Courier Mail, but at the end of the day, money counts. People will see the outcomes. We'll be marching day in, day out, so today, what I'm saying from the government is pretty simple. Bring it in-house, give it back to Bailey, he needs some more work. The other one was give it back to procurement minister, to Di Brenni, then start fixing the issues up. My view is that CPB should be banned from any other construction projects, cause just for interest's sake, the last three projects have cost taxpayers tens of millions of dollars, to regional Queensland, let me guess, have a guess. [inaudible]. CPB. For example, Rockhampton prison, Kingaroy hospital, and over the bridge here at South Brisbane State School. All 7-8 months behind, all tens of millions of our taxpayers' money down the gurgler. It's been like this job with Treasury. Treasury's only ever touched two construction jobs in my time in the union - airport tunnel and Cross River Rail. Cause you know why? Treasury people live in a bubble, they think that the corporate world will do the right thing by the community and workers, well that just shows you how out of touch these people are. But we will make them accountable. It's our money. It's our industry. And we're gonna win this battle. Thank you again, thanks for listening, keep the fight going, we will win this one.

Jade Ingham: Alright almost there, I've just got a bit of a community service announcement. There's a bit of vermin scurrying around out the back and there was a bit over here before - couple of ABCC rats. We could invite them to come and speak, do you think they've got the courage or the intestinal fortitude to address all of you? What do we think of the ABCC?

Crowd: Rats.

Jade Ingham: Also, another community service announcement, which is related, just watch your pockets or watch anything that you value, there's some thieves around. It's the same people, they're thieving the oxygen that we breathe. Nothing but oxygen thieves. Do you reckon that works? I say ABCC, you say oxygen thieves. ABCC.

Crowd: Oxygen thieves (x3).

Jade Ingham: How dare they breathe our oxygen. Righto let's finish on this. Cross River.

Crowd: Fail (x8)

Jade Ingham: We'll be back here again if they don't fix it. Thanks very much brothers and sisters, stay safe.

GN-36



BAILEY MUST FIX HIS CROSS RIVER FAIL TRAIN WRECK

September 8, 2021

Transport Minister Mark Bailey must scrap the Cross River Rail Delivery Authority and assume direct control of the \$6.9 billion project if Queensland is to avoid the costliest infrastructure bungle in the state's history, building trades unions said today.

Cross River Rail is now massively behind schedule, \$1.5 billion (and counting) over its original \$5.4 billion budget, and plagued with safety and design issues.

"The Delivery Authority is a shameful waste of money that has failed on all fronts except rubber-stamping the demands of a rapacious contractor," ETU secretary Peter Ong said.

"No amount of window dressing will fix this. The board and CEO Graeme Newton must be sacked immediately to salvage this mess, and the Palaszczuk government must guarantee no more taxpayers' money – on top of the \$1.5 billion cost blow-out already identified – is funnelled to a Spanish conglomerate that operates with no regard for anything beyond its own bottom line."

"The CRRDA is supposed to oversee the delivery of the government's own 'Best Practice Principles' policy for wages and conditions, training and safety. What they are actually delivering is poverty level wages barely above minimum award rates, unsafe work sites and no evidence of sustainable training and apprenticeships," Mr Ong said.

CFMEU secretary Michael Ravbar said that: "Inept management of Cross River Rail has already cost two Ministers their careers, and Mr Bailey's hands-off approach to outsourcing responsibility for this mess doesn't bode well for Queensland taxpayers or his own legacy."

"No-one believes the spin and the lies anymore. Workers who have to live with this shambles every day don't believe it, voters whose tax dollars are propping up the cashflows of a predatory multinational don't believe it, and nor do local residents," he said.

Plumbers Union secretary Gary O'Halloran said that: "The facts are that key sections of the job are at least 12 months behind schedule, contractors are struggling to be paid by CPB, and the project has one of the worst safety records of any civil construction job ever undertaken in Queensland."

"CPB views local procurement and employment, build quality and proper safety (such as dust suppression for tunnelling works) as costs to be avoided or minimised, which makes a mockery of what should be a world class infrastructure project," Mr O'Halloran said.

"CPB," according to the CFMEU's Michael Ravbar, "has an unenviable reputation for under-bidding, then holding clients to ransom for hundreds of millions of dollars in 'variation' payments half way through a job – such as the West Gate Tunnel debacle in Melbourne."

"If he has the interests of Queenslanders at heart, Minister Bailey still has time to fix this shambles, rather than palming off all care and responsibility to the unelected and unaccountable mandarins at the CRRDA," Mr Ravbar said. ENDS

CFMEU

REGIONAL OFFICES

Darwin – Ph (08) 8981 5280
Townsville – Ph (07) 4766 8715

CFMEUQ

State Construction
& General Division

HEAD OFFICE

16 Campbell Street
Bowen Hills QLD 4006
Ph (07) 3231 4600
Fax (07) 3231 4699
qntqueries@cfmeu.org

MARK BAILEY MUST REIN IN ROGUE DEPARTMENT

August 25, 2022

Transport Minister Mark Bailey needs to stop blaming front-line workers for serial failings in his own department, and instead hold decision makers in his bureaucracy accountable.

Tuesday's attendance by construction workers at a Queensland Transport and Roads Investment Program briefing was nothing more than key stakeholders - the men and women who actually build this state's infrastructure – wanting to have a say on issues which impact on their working lives, and the infrastructure needs of all taxpayers, CFMEU assistant secretary Jade Ingham said.

“Construction workers and their union are industry stakeholders. If the government, or bureaucrats or the opposition, think otherwise then it is a sad reflection on the contempt they have for the workers of Queensland,” Mr Ingham said.

“The reality is that under the tenure of TMR director-general Neil Scales – a bureaucratic relic of the Campbell Newman era – construction standards have fallen, costs have blown out, projects are running late, use of insecure and poorly paid labour hire has exploded, and safety standards have fallen.”

“Mr Scales' reign – and his preference for using a small clique of bargain bin contractors - has delivered us death and defects on the Airport Link project, disastrous safety standards, cost overruns and build quality on the Toowoomba Range, and the ongoing debacle that is Cross River Rail,” Mr Ingham said.

“Construction workers have had a gutful of being treated like a cheap and disposable commodity, and it is disgraceful that successive Ministers in this allegedly Labor government have allowed Mr Scales to wage his war on workers unabated.”

“Mr Bailey has had multiple warnings about the rogue elements in his department and their cavalier disregard for government procurement policy, yet still he fails to act.”

“On Tuesday construction workers, frustrated at government inaction over this dysfunctional department, turned up to participate in an industry stakeholder meeting.”

“Workers – who were at no point asked to leave by police or security – departed of their own accord when the meeting was cancelled by a government too scared to face scrutiny.”

“The solution is simple Mr Bailey: Clean out your sclerotic bureaucracy, starting at the top.”

[REDACTED]

GN-38



GN-39



CROSSRIVER *FAIL*

DEAR PREMIER,

QUEENSLANDERS DON'T DESERVE TO HAVE **\$5.4 BILLION** OF TAXPAYERS' MONEY SPENT ON PUBLIC INFRASTRUCTURE THAT SELLS WORKERS, BUSINESS AND THE COMMUNITY SHORT, AND **FAILS TO DELIVER ON YOUR GOVERNMENT'S OWN "BEST PRACTICE PRINCIPLES"**

IS THIS WHAT A "WORLD CLASS" PROJECT LOOKS LIKE?

- NOTHING** in the agreement promoting apprentices and trainee positions
- No** safeguards to stop sham contracting, and **No** penalties for engaging in it
- No** major Queensland contractors – jobs being sold off interstate
- BILLIONS** going to multinationals while Queensland misses out
- No** measures to prevent use of unsafe building products
- No** requirement to promote indigenous employment
- No** protection for workers in extreme heat
- No** asbestos awareness and safety training
- SAFETY** provisions have been watered down
- Fostering **CASUALISATION** means **NO JOB SECURITY**
- No** protection of workers' personal data

PREMIER, STAND UP FOR QUEENSLAND WORKERS, BUSINESSES AND THE COMMUNITY, AND DON'T LINE THE POCKETS OF GREEDY MULTINATIONALS LIKE CPB
FIX THIS **#CROSSRIVERFAIL** NOW

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CFMEU

REGIONAL OFFICES
 Darwin – Ph (08) 8981 5280
 Townsville – Ph (07) 4766 8715
CFMEUQ
 State Construction
 & General Division

HEAD OFFICE
 16 Campbell Street
 Bowen Hills QLD 4006
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CPB EMPLOYS INTIMIDATION TACTICS ON CROSS RIVER RAIL

July 8, 2020

CPB Contractors, the cut price builder charged with delivering Queensland’s \$5.4 billion Cross River Rail project, is using intimidation and bully boy tactics to try and dodge scrutiny of dangerously unsafe work practices.

Union officials have been regularly threatened and obstructed by CPB employees when trying to respond to safety and other concerns reported by members working on the project, CFMEU assistant secretary Jade Ingham said.

“What you’ve got is a contractor that will do anything possible to avoid scrutiny and accountability. CPB hates attention being drawn to its failings as a builder and its disdain for workers – and scurries away like a cockroach trying to escape the light.”

Mr Ingham said CPB regularly sought to provoke union officials, and tried to engineer confrontations and spurious grievances it could then present to the ABCC in an attempt to tie unions up in costly and protracted legal action.

One CPB operative in particular, Peter Cullen, is ostensibly employed as a safety officer but spends more time trying to obstruct union officials and government inspectors going about their lawful business than actually enforcing anything vaguely related to ‘safety’, he said.

Cullen is widely known around the Cross River project as “Peeping Pete” because of his habit of following officials into the toilets and standing over them and watching in an attempt to intimidate.

“Either Peeping Pete is deliberately trying to intimidate and threaten officials, or he has other issues that clearly need addressing,” Mr Ingham said. “He seems to spend more time loitering around the toilet block than actually out on the site doing his job.”

“Peeping Pete is a poster boy for CPB’s low rent approach to management, and pretty much typifies the standards you can expect from a cut price contractor like this.”

[True Crime Australia](#) > [Police & Courts](#)

CFMMEU accused of 'pervert' smear over 'Peeping Pete' post

The militant construction union is being sued by a safety advisor on the \$5b Cross River Rail project, who claims he was dubbed "Peeping Pete".

Vanda Carson court reporter

 2 min read March 11, 2021 - 12:00AM 

A safety advisor on the state's largest infrastructure project who claims he was wrongly dubbed a pervert and "Peeping Pete" has sued the construction union and a senior union official claiming his reputation has been tarnished.

Peter Joseph Cullen, from Dutton Park, who is working on the \$5b Cross River Rail project for contractor CPB Contractors Pty Ltd, is claiming \$400,000 in damages from the Construction Forestry Maritime Mining and Energy Union (CFMMEU) alleging a Facebook post "suggests highly inappropriate conduct of a perverse kind, which is particularly upsetting to him".

The claim also alleges that the defamatory meanings of the post are "grave and highly damaging" because they attack his integrity, he also says he was denigrated through "sensational and demeaning language".



Cross River Rail's Woolloongabba Station Precinct under construction. Picture: Liam Kidston

The CFMMEU is alleged to have posted the false statement on Facebook accusing him of "following officials into the toilets and standing over them and watching in an attempt to intimidate".

"Cullen is widely known around the Cross River project as 'Peeping Pete'," the statement says.

"Either Peeping Pete is deliberately trying to intimidate and threaten officials, or he has other issues that clearly need addressing," CFMMEU Queensland and NT assistant divisional branch secretary Jade Ingham says in the statement, which is part of the damages claim filed in the District Court.

“He seems to spend more time loitering around the toilet block than actually out on the site doing his job,” Mr Ingham is quoted in the statement posted on Facebook on July 8, contained in the claim.



CFMMEU Queensland and NT assistant divisional branch secretary Jade Ingham.



CPB Contractors senior safety advisor Peter Joseph Cullen, from Dutton Park.

Mr Cullen claims the Facebook publication and its sharing by at least eight people on the social network has caused him to suffer “substantial hurt, distress and embarrassment”.

He claims the defamatory meanings of the publication include that he “habitually follows union officials into toilets, stands over and watches them in order to intimidate them in an effort to avoid them scrutinising the dangerously unsafe practices of his employer at the Cross River Project”.

He also claims a second defamatory meaning is that he “loiters around the toilets to obstruct and harass union officials and government inspectors rather than fulfilling his role as safety officer on the Cross River Rail project”.

He has asked the court to order the union to take down the Facebook post, which remains online.

He is also seeking a permanent injunction restraining the defendants from repeating the statements.

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CFMEU Press release, Intimidation tactics on Cross River Rail

The \$400,000 damages he is claiming is made up of \$300,000 in general damages and \$100,000 in aggravated damages.

He alleges Mr Ingham is liable for the publication of the defamatory Facebook post because he either prepared the statement himself or prepared it with another CFMMEU agent.

The CFMMEU Facebook page had about 19,000 followers at the time the post was made, the claim states.

The CFMMEU Queensland said outside court that they would be defending the claim.

No defence has been filed and no hearing date has been set.











Table 1: Public criticisms of individuals

107. Further information and examples of personal attacks by the CFMEU on Minister, public officers and project managers are outlined below.

Table 1: Public criticisms of individuals

Name	Date and method	Comments
Former Deputy Premier Jackie Trad	26 August 2020, CFMEU statement	"In the process, the faction has become little more than a protection racket for dud members such as Jackie Trad..." – Michael Ravbar
Former Cross River Rail Minister Kate Jones	15 June 2020, full page advertisement the Courier-Mail with Ms Jones photoshopped wearing a NSW Blues jersey.	"You promised to put Queensland first. The real story is a flood of bargain-basement sub-contractors from interstate whose only link to Queensland is a Post Office Box... It's time to stand up for the state you claim to represent." – full page advertisement in The Courier-Mail
Former Transport and Main Roads Minister Mark Bailey	3 April 2023, CFMEU media release	Palaszcuk must dump "bullshit artist" Mark Bailey "...when it comes to bullshit, the Minister is a bovine poo virtuoso." – Michael Ravbar
	2 August 2023, CFMEU media release	"Mark Bailey is a one-man, walking disaster zone. He's like a reverse of King Midas, except everything he touches turns to poo, not gold." – Michael Ravbar
	8 August 2023, photoshopped cartoon	Photoshopped image of then Minister Mark Bailey with the words: Bailey the Builder Can he f**k it? Yes, he can!
Former Industrial Relations Minister Grace Grace	15 February 2024, CFMEU media release	"More lives will be lost if Minister Grace Grace remains in charge of the regulator. She is the worst industrial relations minister Queensland has ever seen. She should resign immediately or be sacked." – Michael Ravbar
Former Transport and Main Roads Director General Neil Scales	25 August 2022, CFMEU media release after CFMEU stormed QTRIP meeting at TMR.	"The reality is that under the tenure of TMR director-general Neil Scales – a bureaucratic relic of the Campbell Newman era – construction standards have fallen, costs have blown out, projects are running late, use of insecure and poorly paid labour hire has exploded, and safety standards have fallen. "Mr Scales' reign – and his preference for using a small clique of bargain bin contractors – has delivered us death and defects on the Airport Link project, disastrous safety standards, cost overruns and build quality on the Toowoomba Range, and the ongoing debacle that is Cross River Rail."
	16 December 2022, Public rally outside Albert Street site	"Neil Scales is a grinch, screwing over workers, trying to penny pinch." – CFMEU organised song
	3 April 2023, CFMEU media	"(Neil Scales is)... fixated by false economies and determined to use the cheapest

Name	Date and method	Comments
	release	contractors on the market, regardless of their reputation for cost-overruns and poor build quality.” – Michael Ravbar
	2 June 2023, CFMEU social post	“Nor is Scales’ demise in any way linked to his long and distinguished track record of costing Queensland billions by hiring the cheapest, shoddiest construction companies that money can buy... Don’t let the door bang you on the arse on your way out.” – CFMEU post
Cross River Rail Delivery Authority CEO Graeme Newton	8 September 2021, Public rally outside Delivery Authority offices	“He couldn’t build a cubby house, this dickhead... he’s a bullshit artist and a fraud... he’s a sneaky asshole.” - Michael Ravbar
CPB manager 1	30 April 2024, sign facing busy traffic on Vulture Street outside Woolloongabba station	A sign showing the manager’s face along with the following statements: “QLDs (sic) MOST UNWANTED”, “FAILED UNION ORGANISER”, “CONVICTED DOMESTIC VIOLENCE PERPERTRATOR (sic)”, “CONTINUED PREDATORY BEHAVIOUR IN THE WORK-PLACE, DIRECTED TOWARD FEMALE EMPLOYEES”.
	1 May 2024, sign in high traffic pedestrian area on corner of Roma and Herschel streets outside Roma Street station	A sign of the manager’s face along with the following statements: “CONVICTED WOMAN BASHER!!!”, “HORSE WHISPERER”, “GENERAL DEGENERATE”.
CPB manager 2	1 May 2024, sign in high traffic pedestrian area on corner of Roma and Herschel streets outside Roma Street station	The words “CANT (sic) PRIORITISE BASICS” next to the manager’s face on a stick figure holding a money bag. A thought bubble is coming from the manager’s face with the words “PRODUCTION OVER SAFETY” and he word “SCABS” is drawn on the manager’s teeth.
CPB manager 3	1 May 2024, sign in high traffic pedestrian area on corner of Roma and Herschel streets outside Roma Street station	A sign with an edited image of the manager’s face over the character Dr Evil from Austin Powers with the words: “BOGGO ROADS (sic) DR EVIL”.
CPB managers 4 and 5	30 April 2024, sign outside Exhibition station about two managers.	A sign with two managers’ faces with arrows going from them to various labels including: “MAN WITH GIRLS (sic) VOICE”, “PRODUCTION OVER SAFETY”, “BULLYING” AND “FULL OF EXCUSES!”.
CPB manager 6	2 May 2024, signs outside Mayne Yard about manager.	Multiple signs with the manager’s name and face with the phrase: “IT’S WEIRD TO PAINT YOUR BEARD”.
CPB manager 7	30 April 2024, signs outside Albert Street station	Multiple signs showing pic of manager and name, with the phrase: “IN YA CAR (name redacted)”.

Note: Names of CPB managers have been withheld to protect personal information.

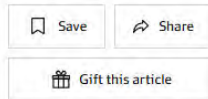


CFMEU organiser taken to court for 'highly offensive' comments



David Marín-Guzmán
Workplace correspondent

Jul 6, 2020 - 5:50pm



The construction union is facing court over allegations of offensive behaviour at Queensland's \$5.4 billion Cross River Rail project after an organiser allegedly asked the site's male safety official if he wanted to see his penis because "there's enough to go round".

The Australian Building and Construction Commission launched Federal Circuit Court action on Monday against three Construction, Forestry, Maritime, Mining and Energy Union organisers for "aggressive and highly offensive behaviour" on the massive infrastructure [project](#), accusing them of unlawfully entering the site, filming staff without permission and ignoring safety inductions.

In particular, the watchdog alleged that [CFMEU official Andrew Blakeley](#) deliberately stood in the way of trucks entering the site and, when challenged, walked up to a senior supervisor with his chest puffed and his arms bent and raised from his sides, then stared and smirked at the manager:

After the incident, Mr Blakeley allegedly went to the toilet block where the site's safety adviser was in the cubicle and while using the urinal asked: "Hey Pete, would you like to see my cock? There's enough to go around."

The safety inspector did not respond and while he was washing his hands Mr Blakeley told another organiser that "Pete would like to see my cock", according to court documents.

Another organiser who was told to return to the "pre-start area" to do a site induction allegedly responded "what do you think I am, a dog? You want me to pull my pocket out and lead me around like a dog?" before turning out his pockets from his pants.

The ABCC argues the officials acted in an "improper manner" in breach of the law and is seeking orders that would prevent the CFMEU from paying the organisers' penalties, which are a maximum of \$12,000 for each breach.

The alleged conduct occurred in April at the Boggo Road site following [union anger](#) that it had been sidelined on the project's agreement in favour of the more moderate Australian Workers Union.

The union did not respond to requests for comment before publication.

GN-45

**CATEGORY**

- Employee Relations Construction Safety Other
 Environment Community Corporate

Officer name:	Teneale Gracie	Contact details:	[REDACTED]
Date issue identified:	1 December 2023	Time:	About 10am
Location of issue:	Pimpama Station	CRRDA Area Manager:	Joedy Biddle
Situation:	<p>CFMEU organiser attended the Pimpama new station site. Work was impacted by a safety issue raised by a CFMEU organiser.</p> <ul style="list-style-type: none"> On 1 December 2023, a CFMEU organiser unlawfully entered the ADCO Pimpama Station construction site. The organiser stated he was onsite due to a safety issue notified by one of their members. ADCO site management escorted the official to the main site compound to discuss the alleged safety issue. CFMEU alleged the safety issue related to no emergency muster point identified on site plans. ADCO advised they were in the process of changing site accesses and updating site plans with relevant changes including muster point locations. ADCO advised they made the decision to shut the site to finalise updating site plans with all relevant changes, including muster point locations. Work resumed on site early afternoon Friday 1 Dec following the update to site plans and the completion of briefings to workers about the changes. The CFMEU Official allegedly pushed the traffic controller who was manning the site entry. The traffic controller has lodged a complaint with QPS. 		
Next Steps			
Actions:	<ul style="list-style-type: none"> ADCO to provide an update on issues raised by CFMEU organiser and confirm site plans have been updated and work has recommenced. 		
Media/holding response:	<ul style="list-style-type: none"> The Delivery Authority is aware of a visit by a CFMEU organiser at the Pimpama work site. The contractor has worked with the organiser to resolve the issue raised. The Delivery Authority is aware of an alleged complaint raised by a worker on site in relation to the actions of a union organiser. The Delivery Authority has been advised the worker has lodged a complaint with Queensland Police. 		

GN-46

(bb)

CRRDA Area Managers are present at every Cross River Rail site, regularly communicating with CGBU and subcontractors and sharing regular updates.

These updates can cover things such as site attendance, safety, industrial activity, and project progress.

Below are updates from the Area Managers in relation to actions observed at picket lines to discourage workers not protected under the PIA from entering.

RSSE update: RSSE: CFMEU area organiser came into Intrec's office just before 10am and let them know about the project wide shutdown. They were told as they are a part of the CRR project they would be included in this. If any workers were seen to be working in the subway "100 cfmeu members would be coming through to stop that". All RSSE works including night shifts and pwd rectification works have been ceased until further notice.

2024/04/30 12:33

RSSE: Intrec have advised they are intending to stand down all works until Tuesday next week. This is on the basis that they do not wish to put their staff in any compromised situation/danger due to escalation of CFMEU actions if works were to continue. As per discussion yesterday, QPS details were provided to Intrec for their consideration.

2024/05/01 08:31

Albert St: After the court hearing last night, CBGU is considering the site as "open". Prestart was held this morning; however, no attendance from any subcontractors. CFMEU are still intimidating workers who try to enter site with threats. CBGU are gathering evidence in alignment with court order.

2024/05/02 07:00

Roma: Approx worker numbers:

EMP - 15

Outside CBGU office - 40

Outside tunnel turnstile - 10

A few subcontractors have apparently been receiving threats by the CFMEU if they decide to return to work.

ETU have given workers the choice to return to work.

2024/05/02 07:08

Boggo: In response to the Court Order that CFMEU cannot stop entry to CRR sites, DA have been advised from CBGU site contacts that videos/photos are being gathered by CBGU supervisors and directed to their lawyers as needed of any perceived breaches of this order. (ie. a CFMEU car that was parked outside Boggo site gate has been reported). Subcontractor's Management have been reporting back to CBGU that their workers have been targeted with anti social behaviour and threats if they come to work

2024/05/02 12:11

SAW: 5x CFMEU organisers at the gate in Kent st. 6x traffic controllers and 5x Rhomberg (rail sub con) workers waiting outside. Discussions between Rhomberg workers and union reps implies threats when talking about accessing site.

Further background on this (which is pieced together from unofficial sources/overheard) is that Rhomberg workers attempted to access site, and the union organisers came to chat with them. Within the conversation, there was general lines used by the organisers implying threats, such as "think about your safety if you get into site, we know you already"...

2024/05/03 06:43

Some workers including CBGU direct hires fear that they may get onto the 'CFMEU black list' if they do not show their support, and fear they may not get onto the future construction works after CRR. Hence when there is picketline no worker is willing to cross even if they don't get a salary for a period.

Rumour is that there is a meeting between CPB and CFMEU today.

2024/05/08 16:12

GN-47

Channel 9 News television broadcast regarding Dutton Park incident – 1 May 2024

Video file refer to native

195. When I asked [REDACTED] about this incident he declined to answer the question upon the grounds he may incriminate himself. [REDACTED] was given the opportunity to be interviewed, but declined.

HOSTILITY TOWARDS CONTRACTORS AND EMPLOYER GROUPS

196. Hostility between trade unions and employers and employer associations is to be expected; in some ways it is the reason each exists.
197. Again, there is plainly a line in a civil society between representing contending interests and unjustifiable aggression. There is no room for violence.
198. Yet, there was violence.

"It's a picket line ya fuckin' cunt"

199. Throughout April 2024 there was a dispute over the Cross River Rail project.
200. As part of the dispute, the CFMEU organised and manned picket lines at various sites on the CRR. Picket lines are a common and legitimate means of protest. They provide an opportunity for the picketers to persuade others to join their cause. They should never result in violence.
201. On 30 April 2024 a picket line was formed at the Dutton Park site on the CRR. Non-CFMEU workers attempted to cross the picket line. There was a violent brawl between the two groups which was captured on video. Two non-CFMEU workers were manhandled, pushed and shoved and punches were thrown; one had his shirt torn off.³⁰



³⁰ The man whose shirt was torn was the subject of an attempted assault at 5am on 31 July 2024 when two men, probably armed with baseball bats, attacked him as he was leaving his home to travel to his work on the disputed site. The press reported that the police were investigating whether the CFMEU was involved: *"I know it was you: Cross River Rail worker blames CFMEU for pre-dawn assault"*, Nine.com.au, 1 August 2024.



Federal Court of Australia

District Registry: Queensland Registry

Division: Fair Work

No: QUD189/2024

CPB CONTRACTORS PTY LTD

Applicant

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

Respondent

ORDER

JUDGE: Justice Rangiah

DATE OF ORDER: 1 May 2024

WHERE MADE: Brisbane

PENAL NOTICE

TO: THE CONSTRUCTION, FORESTRY AND MARITIME EMPLOYEES UNION, DEAN MATTHUS AND DEAN RILEY

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

- (A) REFUSE OR NEGLECT TO DO ANY ACT WITHIN THE TIME SPECIFIED IN THIS ORDER FOR THE DOING OF THE ACT; OR**
- (B) DISOBEY THE ORDER BY DOING AN ACT WHICH THE ORDER REQUIRES YOU NOT TO DO,**

YOU WILL BE LIABLE TO IMPRISONMENT, SEQUESTRATION OF PROPERTY OR OTHER PUNISHMENT.

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



UPON THE PROVISION OF THE USUAL UNDERTAKINGS AS TO DAMAGES BY THE APPLICANT, FROM 9 PM ON 1 MAY 2024 UNTIL FURTHER ORDER, THE COURT ORDERS THAT:

1. In this order:

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

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



- (n) Corner of Brooke Street and Pegg Road, Rocklea;
- (o) Corner of Wilkie Street and Green Street, Yeerongpilly; and
- (p) 19 Orient Avenue, Pinkenba.

Point of Entry means any point of entry to (or exit from) a CRR Construction Site, and includes any gate, turnstile, entrance way, driveway or door.

2. The First Respondent (whether by its delegates, office holders, employees, or other representatives) and the Third and Fourth Respondents are prohibited from:
 - (a) physically obstructing or physically impeding the free movement of goods or people to and from a Point of Entry;
 - (b) abusing, threatening, harassing or intimidating any person entering or leaving a CRR Construction Site;
 - (c) aiding, abetting, counselling, procuring or inducing any person to engage in the conduct referred to in orders 2(a) or 2(b) above.
3. Orders 1 and 2 do not apply to the organising or taking by any person of protected industrial action in accordance with section 408 of the *Fair Work Act 2009* (Cth) or activity which is not industrial action because of the operation of s 19(2) of the *Fair Work Act 2009* (Cth).
4. The matter be listed for case management on Friday 10 May 2024 and the hearing of any application for the discharge of these orders.
5. The First, Third and Fourth Respondents are to notify the Court by 12.00 pm on 8 May 2024 as to whether they intend to seek the discharge of these orders.

Date that entry is stamped: 1 May 2024



Registrar



Schedule

No: QUD189/2024

Federal Court of Australia
District Registry: Queensland Registry
Division: Fair Work

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

CROSS CLAIM

Cross-Appellant	CONSTRUCTION, FORESTRY AND MARITIME EMPLOYEES UNION
Respondent	MARK MCKEAN
Respondent	JOSEPH PRIOR
Respondent	DEAN MATTHUS
Respondent	DEAN RILEY



Federal Court of Australia

District Registry: Queensland Registry

Division: Fair Work

No: QUD189/2024

CPB CONTRACTORS PTY LTD

Applicant

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

Respondent

ORDER

JUDGE: JUSTICE COLLIER

DATE OF ORDER: 18 July 2024

WHERE MADE: Brisbane

PENAL NOTICE

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

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

**(A) REFUSE OR NEGLECT TO DO ANY ACT WITHIN THE TIME SPECIFIED
IN THIS ORDER FOR THE DOING OF THE ACT; OR**

**(B) DISOBEY THE ORDER BY DOING AN ACT WHICH THE ORDER
REQUIRES YOU NOT TO DO,**

**YOU WILL BE LIABLE TO IMPRISONMENT, SEQUESTRATION OF PROPERTY
OR OTHER PUNISHMENT.**

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

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

1. In this Order:

CRR Project means the Cross River Rail Project.

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



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

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

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



- (a) photographing, recording by any means, or creating or maintaining a record of the identity of, any person or vehicle entering or leaving a CRR Construction Site;
 - (b) coming within 15 meters of a Point of Entry, or going or remaining within 15 meters of a Point of Entry, excluding:
 - (i) transit to and from a school; or
 - (ii) to catch public transport; or
 - (iii) travel in a moving vehicle on a public roadway; or
 - (iv) persons seeking to enter the site for the purpose of performing work in accordance with their contract of employment, or a person with a valid right of entry exercising that right of entry in accordance with applicable legislation or as otherwise permitted by law; or
 - (v) legal and other professional third-party representatives.
3. The First Respondent take all reasonable steps **forthwith**, but no later than **9.00am on 19 July 2024**, to:
 - (a) bring the existence and content of this order to the attention of its officers, delegates, members, employees and other representatives within the First Respondent's Construction and General Division Queensland and Northern Territory Branch; and
 - (b) direct its officers, delegates, employees and other representatives within the First Respondent's Construction and General Division Queensland and Northern Territory Branch to comply with paragraphs 2(a) and (b) above; and
 - (c) direct its officers, delegates, employees and other representatives within the First Respondent's Construction and General Division Queensland and Northern Territory Branch to comply with the Order of the Court made on 1 May 2024.
4. The First Respondent is to notify the Applicant and the Court by 12:00PM on 25 July 2024 as to whether it intends to seek the discharge of these orders.



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

Date orders authenticated: 19 July 2024



Registrar

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



Schedule

No: QUD189/2024

Federal Court of Australia

District Registry: Queensland Registry

Division: Fair Work

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


News > Queensland

EXCLUSIVE

Cross River Rail: Asbestos safety guidelines ignored at Albert Street site

Workers at a Brisbane CBD Cross River Rail construction site have been sprung carrying out demolition work while ignoring asbestos-removal guidelines that were drawn up in order to keep themselves and the public safe.

JESSICA MARSZALEK STATE POLITICAL EDITOR

 Make us your preferred source on Google

 2 min read December 4, 2019 - 5:56PM 

WORKERS at Albert Street's Cross River Rail site have been sprung doing demolition work while ignoring asbestos-removal guidelines drawn up to keep them and the public safe.

The Courier-Mail has seen two improvement notices issued by Workplace Health and Safety Queensland finding contraventions, including not wetting down a site while removing 200 lineal metres of wall.

[CFMEU could withdraw support from Labor ahead of election](#)

[Designs for Cross River Rail will add no capacity: Former QR infrastructure manager](#)

[Cross River Rail: Electrical Trades Union calls for all work to stop over 'dirty deals, laziness, cost blowouts and dysfunction'](#)

The most recent notice on Tuesday found workers' shoes weren't being decontaminated.



Construction work at the corner of Mary and Albert st, Brisbane. Wednesday November 4, 2019. (AAP Image, John Gass)

Another, from November 22, found workers weren't wearing appropriate personal protection equipment and appropriate training hadn't been provided to a worker.

"I formed a reasonable belief that workers were removing bitumen membrane from concrete parapet which I reasonably believe was contaminated with an asbestos-containing material known as neuro-lite," the improvement notice said.

“... The asbestos removal control plan requires your workers to wet the area, wear type 5 disposable overalls and P2 half face respirators,” it says.

A Workplace Health and Safety spokesman said yesterday the office was continuing to monitor asbestos removal to ensure public safety but had no concerns involving public exposure to asbestos.



CFMEU Cross River Rail rally in the city last week.

The contractor and Cross River Rail Delivery Authority (CRRDA) - in charge of delivering the \$5.4 billion project - have been in the sights of the powerful CFMEU, who are angry over safety and enterprise bargaining issues.

Last week, the union marched on state Parliament and threatened to pull their support of the Labor party if key demands weren't met.

CFMEU national president Jade Ingham said there were major safety issues at the site, particularly around asbestos.

“That’s what you get when you engage cheap and nasty contractors,” he said.

“Unfortunately this Government was seduced by a cheap price .. corners have to be cut to accommodate that cheap price.”

He said it was a disgrace.

“I don’t think anyone in this state would accept that especially when their taxes are funding this.”

A CRRDA spokeswoman said issues that were subject to the improvement notices had been immediately rectified and air quality monitoring, including for asbestos, had not identified any non-compliances.

“Therefore, there has been no risk posed our workers or to the general public,” she said.

“The project is committed to the safety of our workers and the public, and will continue to work with Workplace Health and Safety Queensland throughout our activities.”

Cross River Rail Minister Kate Jones said the Government expected every contractor to comply with the state’s strict workplace health and safety laws.



CHEAP
PREDATORY
BUILDERS

DELIVERING QUEENSLAND A
CROSSRIVER RAIL

- **Pedestrians and workers have already been exposed to asbestos**
- **Workers are on barely minimum wage conditions**
- **“Best Practice Principles” are non-existent**
- **This on a \$5.4 billion taxpayer-funded project. Queenslanders have a right to demand better**

GN-53

From: Dave Briffa [redacted]
Sent: Thur 24/10/2019 4:53:16 PM (UTC+11:00)
To: Jeremy Kruger [redacted]; Greg Reichmann [redacted]; Dusan Ilic [redacted]; Matthew Martyn-Jones [redacted]; Russell Vine [redacted]
Cc: David Lynch [redacted]; Graeme Newton [redacted]; Derek Leys [redacted]; Frank Vromans [redacted]; Justin O'Neill [redacted]
Subject: Update re Albert St Asbestos works

All,

Update on the Albert St visit by Worksafe in relation to Asbestos works. The inspector advised he was satisfied with the removal plan methodology/program and the notification requirements being within the legislative timeframes (5 days).

No notices were issued or any union activity noted; going forward it was agreed that regular meetings between the DA, Pulse, CBGUJV, Unity and the Inspectorate are to be held to ensure communication channels are kept open such as with today's issue around asbestos and notification requirements.

Regards

Dave Briffa

**Director, Safety
Corporate Services**

[redacted]

[redacted]

[redacted]

crossriverrail.qld.gov.au

123 Albert Street | Brisbane Q 4000

[redacted]

From: Dave Briffa
Sent: Thursday, 24 October 2019 10:09 AM

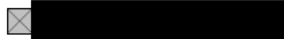
To: Jeremy Kruger [REDACTED] Greg Reichmann
<[REDACTED]>; Dusan Ilic [REDACTED]
Cc: David Lynch <[REDACTED]>
Subject: FW: Albert St works

Gents,
As discussed email sent earlier this morning.

Regards

Dave Briffa

Director, Safety
Corporate Services



crossriverrail.qld.gov.au

123 Albert Street | Brisbane Q 4000



From: Dave Briffa
Sent: Thursday, 24 October 2019 7:22 AM
To: Matthew Martyn-Jones <[REDACTED]>; Russell Vine
<[REDACTED]>
Cc: Graeme Newton [REDACTED]
Subject: Albert St works

Gents,
Just keeping you informed, I received information from CBGUJV their sites are getting a lot of attention from WHSQ at the moment. They have requested documentation for the impending ACM (asbestos) removal on Albert Street and will be down there today for a demonstration of how they intend to conduct the work. Whilst that's standard business from the inspectorates point of view, they have also advised the possibility of Unions targeting the ACM removal with the intent of causing disruption and media attention.

On discussions with the inspector this morning, his advice was that they would be looking at the asbestos removal program, not necessarily the process as they have reviewed that information.

Regards

Dave Briffa

**Director, Safety
Corporate Services**

[Redacted]

[Redacted]

[Redacted]

crossrverrail qld gov au

123 Albert Street | Brisbane Q 4000





Heat stress

Heat stress occurs when the body is unable to cool itself fast enough to maintain a safe internal (core) temperature of around 37°C.

This page has information about how heat affects the body, how to identify risks and what to do about them. It also includes information on training for workers and managers, first aid and emergency procedures.

When core temperature rises above this level, the body is put under strain which can lead to heat-related illness (or even death in severe cases).

In the workplace, a worker's ability to maintain a safe core temperature is influenced by three main factors:

1. individual and pre-disposing factors
2. the conditions in the work environment
3. the type of work being undertaken.

Heat stress calculator

The [Heat stress \(basic\) calculator](#) is a simple online tool designed for use by anyone with basic knowledge of the work area and process. There is no direct measurement of environmental conditions required to use the calculator.

Health effects

Most people feel comfortable when the air temperature is between 20°C and 27°C and when the relative humidity ranges from 35 to 60 per cent.

People may feel discomfort when air temperature or humidity is higher than this. However, it is important to note that such situations do not cause harm as long as the body can adjust and cope with the additional heat.

The body's normal response to an elevated core temperature include:

- vasodilation (widening of blood vessels)
- sweating
- increased respiratory rate
- increased heart rate.

When the body is unable to cool itself effectively and maintain a normal core temperature, risk of developing one or more of the following illnesses is possible:

Heat rash – sometimes called 'prickly heat'. It is a skin irritation caused by excessive sweating and:

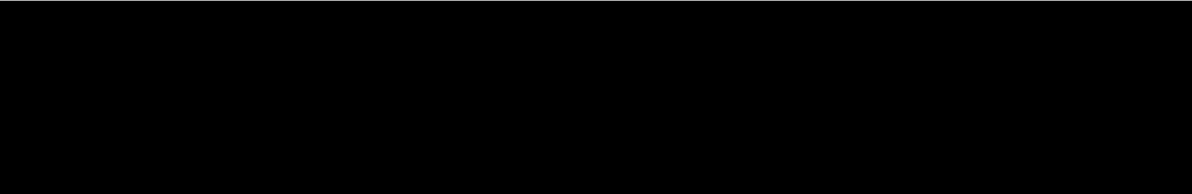
- can occur at any age
- is most commonly associated with humid /dusty tasks in which the skin pores become blocked
- looks like a red cluster of pimples or small blisters
- is most likely to occur on the neck and upper chest, and in skin folds and creases.

Heat cramps – these include muscle pains or spasms, usually in the abdomen, arms or legs. They may occur after strenuous activity in a hot environment, when the body gets depleted of salt and water. They may also be a symptom of heat exhaustion.

Dizziness and fainting – heat related dizziness and fainting results from reduced blood flow to the brain. Heat causes an increase in blood flow to the skin and pooling of blood in the legs, which can lead to a sudden drop in blood pressure.

Heat exhaustion – is a serious condition that can develop into heatstroke. It occurs when excessive sweating in a hot environment reduces the blood volume. Warning signs may include paleness and sweating, rapid heart rate, muscle cramps (usually in the abdomen, arms or legs), headache, nausea and vomiting, dizziness or fainting.

Heatstroke – is a **medical emergency** and requires urgent attention. Heatstroke occurs when the core body temperature rises above 40.5 °C and the body's internal systems start to shut down. Many organs in the body can suffer damage and to rectify it, the person's body temperature must be reduced quickly. Most people will have profound central nervous system changes such as delirium, coma and seizures. The person may stagger, appear confused, have a fit or collapse and become unconscious. As well as effects on the nervous system, there can be liver, kidney, muscle and heart damage. The symptoms of heatstroke may be the same as for heat exhaustion, but the skin may be dry with no sweating and the person's mental condition worsens.



Heat hangover – While incidents of heat stroke are rare, mild to moderate symptoms of heat exhaustion and less severe incidents of heat related illnesses (including heat rash, syncope and cramps) are more common and typically present as ad-hoc individual events during the summer. In addition, workers often describe experiencing fatigue-like symptoms after being repeatedly exposed to moderate to high heat conditions for prolonged periods. These unpleasant physiological and psychological side effects have been referred to as 'heat hangovers' which can manifest as irritability, headaches, nausea, loss of appetite and general lethargy towards the end of shift and/or following shift. Based upon preliminary evidence in other outdoor industries located in Queensland, it appears the hangovers do not require excessively high core body temperatures. Rather, moderate body temperatures for extended periods, likely in excess of an individual's capacity, appear to precipitate the hangovers [1].

The impact of heat exposure on workers can affect physical and mental performance and this may contribute indirectly to an increase in safety related incidents. For example, the performance of complex tasks (which require greater concentration and manipulation) may be adversely impacted when mental and physical impairment occurs

as a result of heat exposure. Increased trends in incidents of work-related injury have coincided with elevated ambient temperatures and the warmer summer months of the year [2]. Furthermore, the impacts of heat wave events have reportedly resulted in a 45% increase in workers compensation claims within the Brisbane region [3].

[1] [Preliminary evidence of a heat hangover, a new heat illness classification for occupational settings?](#) Brearley, M. Townsville : Conference: Science of Sport, Exercise and Physical Activity in the Tropics, 2016

[2] Are workers at risk of occupational injuries due to heat exposure? A comprehensive literature review. Varghese, B M, et al. 2018, Safety Science, pp. 110: 380-392.

[3] Characterising the impact of heatwaves on work-related injuries and illnesses in three Australian cities using a standard heatwave definition- Excess Heat Factor (EHF). Varghese, B M, et al. 2019, Journal of Exposure Science and Environmental Epidemiology, pp. (29) 821-830.

Further information

For more information, visit [Heat hangover | ThermalHyperformance](#) .

First aid and emergency response

Under section 42 of the Work Health and Safety Regulation 2011 (WHS Regulation), PCBU's have a duty to provide first aid. Where risk of heat stress exists in a workplace, first aid needs to be suitable for the work environment and the nature of the work.

The Australian and New Zealand Committee on Resuscitation (ANZCOR) provide guidance on suitable first provisions for heat related illness.

[Guideline 9.3.4 – Heat Induced Illness \(Hyperthermia\)](#)

Heat stroke is a life threatening emergency. In workplaces where this risk exists, emergency management plans (developed in accordance with section 43 of the WHS Regulation) need to include:

- emergency procedures in the event of heat stroke including details of medical treatment and assistance, and
- information, training, and instruction to relevant workers in relation to implementing the emergency procedures.

Managing exposure

There is no workplace exposure standard or limit for heat stress. Heat stress indices are not safe/unsafe limits and should only be used as guides.

Setting of a safe/unsafe limit simply based on ambient air temperature is not appropriate due to the many variables (task, environment and individual) associated with the onset of heat strain.

Managing heat stress begins with proper identification and assessment—remember it's not just about the air temperature.

There are **three main factors** to consider when identifying risk of heat stress.

1. *Environmental factors* including ambient temperature, relative humidity, radiant heat, and wind speed.
2. *Work process factors* including the type of work being undertaken, the duration and timing of exposure, work intensity, and the type of clothing and protective gear used.
3. *Individual factors* include acclimatisation, health and hydration levels, physical fitness, age, fatigue, and certain medications.

It is important to involve your workers when identifying heat stress issues and possible solutions.

You should also consider any previous heat related incidents or complaints.

Identification and assessment

Identifying and managing heat stress is not just about the air temperature.

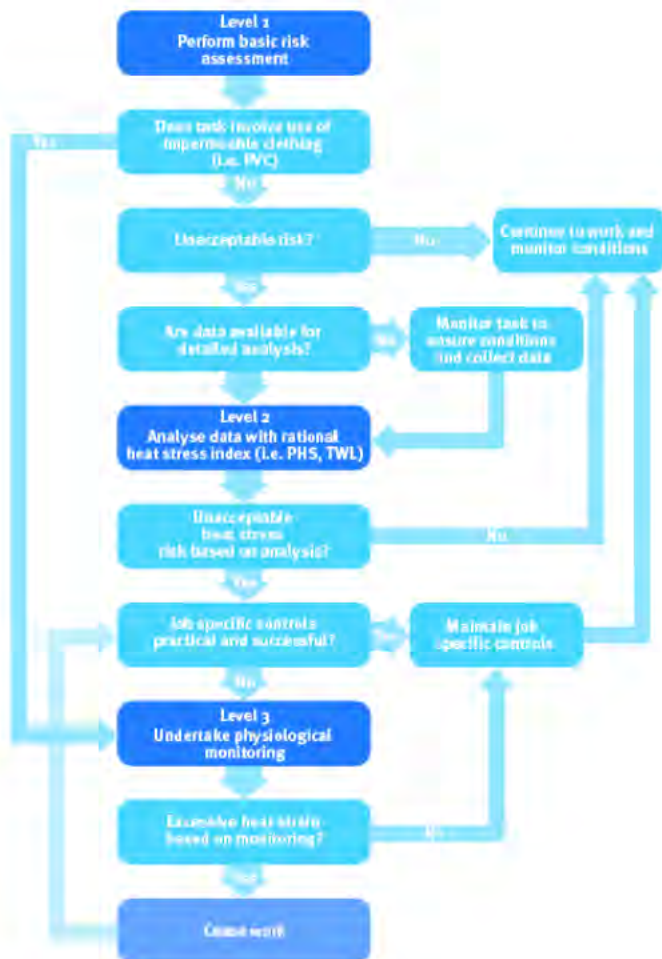
Assessing risks of heat related illness requires accurate identification and assessment of:

- workplace conditions
- job requirements,
- individual worker attributes.

Conduct a walk-through survey of the workplace and ask your workers about their heat stress issues. Consider the work location's previous history of heat stress issues, including what time of day or year and under what circumstances they occurred.

Heat stress risk assessment flow chart

Use the following three level approach to identify heat stress factors in your workplace (*Di Corleto et al 2013*).



Level 1 (Non-technical): is a basic risk assessment, which can use a simple index such as the [Heat stress \(basic\) calculator](#) .

[Heat stress \(basic\) calculator](#) is a simple online tool designed for use by anyone with basic knowledge of the work area and process. There is no direct measurement of environmental conditions required to use the calculator.

The online calculator uses a number of factors to make a basic assessment of heat stress including:

- the state of acclimatisation
- work demands, location
- clothing
- sun exposure
- hot surfaces
- task complexity
- air movement, and other factors
- apparent temperature (this is calculated using ambient temperature and relative humidity).

NOTE: As the basic assessment is a qualitative assessment, instrumentation for measurement of wet bulb globe temperature (WBGT) is not mandatory meaning people with limited technical expertise and equipment can identify and assess the risk factors. The basic assessment can therefore be performed using readily available information at the workplace (i.e. ambient air temperature and relative humidity).

The online calculator is an initial qualitative review of potential heat stress situations and is not a definitive assessment tool.

A level 2 (technical) assessment will be needed when the online calculator identifies an unacceptable level of heat stress risk.

Level 2 (Technical): needs additional data collected and the use of a second level index such as ISO 7933: Predicted Heat Strain (PHS) or Thermal Work Limit (TWL). A range of measuring equipment and expertise is required for this type of assessment.

Additional data needed for this type of assessment will include:

- dry bulb temperature
- globe temperature
- air velocity
- humidity
- metabolic load
- clothing type
- posture.

This type of assessment and gathering of required data should only be undertaken by a competent person such as an occupational hygienist or occupational physician.

The University of Queensland (UQ) has developed a smart phone app based on ISO 7933, called PHS, visit [The Thermal Environment](#) for more information.

A level 3 (expert) assessment will be needed when either:

- data cannot be collected
- where impermeable clothing is used.

Level 3 (Expertise): Physiological monitoring

Physiological monitoring is used in cases of high heat stress risk such as:

- work involving the use of encapsulating suits (e.g. hazmat suits) or high levels of external PPE
- environments where the level 2 assessment indicates allowable exposure times of less than 30 minutes
- where a work environment cannot be accurately assessed.

The risk and severity of heat related illness will vary widely among workers, even under identical heat stress conditions. Individual monitoring measures a worker's physiological responses (such as elevated body temperature and/or heart rate) to assess the effectiveness of implemented controls.

Control the risks

There are two approaches to controlling the risk:

- modify the environment to suit the work

- modify work to suit the environment.

Look carefully at the control measures that can be used, some are more practical for certain situations than others. In most situations, multiple controls from the following will be required.

Modifying the environment to suit the work

Control the source of the heat

- Reduce the temperature of the source of heat (e.g. allow the section of plant or equipment to cool before work commences).
- Insulate hot surfaces (can also provide protection from contact burns).
- Clad or cover sources of radiant heat.
- Use radiant heat shields or barriers (need to have good insulation properties and low emissivity/high reflectivity so they don't become hot).
- Use shade barriers (e.g. temporary gazebos) over the work area to block heat from the sun.

Ventilation, air conditioning and air movement

- Remove or dilute hot/humid air and replace it with cooler/drier air. This is the most efficient method and can be achieved by either forced mechanical ventilation or naturally. It is especially important in hot and humid environments. Examples include:
 - mechanical ventilation which draws cool air from outside the work area to displace the hotter air
 - exhaust or extraction fans to remove hot air
 - natural ventilation via windows, doors and roof vents/louvres
- Increase air movement in the work area e.g. fans.
- Use artificial cooling such as evaporative coolers, air conditioning, vortex tubes, or chillers.

Modifying the work to suit the environment

Modify the work process

- Use mechanical aids such as cranes, forklifts and earthmoving plant to reduce the workload.
- Conduct work at ground level or organise work to minimise climbing up and down stairs and ladders.
- Do the work indoors or in a shaded area.

Provide rest areas/refuges to escape the heat

- Use refuges for workers to escape the effects of hot environments.
- Locate as near to the work area as possible.

- Provide shelters (shelters can range from temporary gazebos through to insulated structures or cabins which are air-conditioned).

Administrative controls

- Worker selection – workers who have become acclimatised to the work environment are at less risk than unacclimatised workers.
- Scheduling of work – where possible, conduct the work:
 - in cooler parts of the year, especially where the work requires protective clothing
 - at night, early morning or late afternoon rather than midday.
- Work-rest intervals:
 - spend rest periods in a cool place with a plentiful supply of cool water for fluid replacement.
 - remove protective clothing during breaks to allow workers to cool off.
- Fluid replacement – critical when working in a hot environment, especially where hard work (metabolic work) is required:
 - drink small volumes as frequently as possible during work
 - provide cool drinks or water as close as possible to the work area (if supplying drinks, make sure the workers actually like them)
 - help workers to self-monitor their hydration status via hydration test strips and urine colour charts
 - encourage workers to avoid diuretic drinks immediately prior to starting work and to rehydrate between shifts
 - encourage workers to consume water at the start of the shift so as to maximise their hydration status
 - encourage the replacement of electrolytes in high sweat scenarios.
- Buddy systems – trained workers can keep an eye on each other for signs of heat effects, reducing risks compared to isolated workers.

Personal protective equipment (PPE)

Clothing and particularly protective clothing can often have an adverse effect on the body's heat balance in hot environments by insulating the body and reducing evaporative heat loss. Impervious clothing can impede heat loss.

PPE can also help to reduce the risk of heat strain in some circumstances.

Examples include:

- wearing a hat to protect from sunlight
- vented safety eye wear (where safe to do so)
- protective clothing (especially if made from natural fibre, will provide some protection against contact burns and radiation)

- wearing light coloured (especially white, and reflective clothing e.g. aluminised) which absorb comparatively little radiant heat energy
- respiratory protective equipment (RPE) with an exhalation valve
- wearing cotton gloves as a lining under regular gloves
- wearing lightweight/cotton undergarments
- using specialised cooled or conditioned personal protective clothing including:
 - air circulating systems: these usually incorporate the use of a vortex cooling tube. Depending on the size of the vortex tube, they may be used to cool a large volume system such as a tank or may be utilised as a personal system whereby the vortex is worn on the belt and cool air is fed into an air supplied helmet and/or vest (e.g. powered air purifying respirators (PAPR)). Breathing quality air should only be used for such air -supplied systems
 - liquid circulating systems: these systems rely on the principle of heat dissipation by transferring heat from the body of the liquid and then the heat sink (which is usually an ice water pack). Liquid (water) cooling suits must be worn close to the skin and the chilled liquid is pumped through fine capillary tubing from either a battery powered pump worn on the belt or through an 'umbilical cord' from a remote cooling unit
 - ice cooling systems: these involve the placement of ice or other materials such as n-tetradecane in pockets in an insulating garment, typically a vest, worn close to the skin such that heat is conducted away. This in turn cools the blood in the vessels close to the skin surface, which then helps lower the core temperature
 - reflective systems: reflective clothing is utilised to help reduce radiant heat load on an individual. It acts as a barrier between the person's skin and the hot surface reflecting away the infrared radiation. The most common configuration of reflective clothing is an aluminised surface bonded to a base fabric.

Note: Long work clothing is not a cause of heat related illness. Rather multiple factors, as outlined above, collectively cause heat related illness. Outdoor workers should wear long pants and work shirts with a collar and long sleeves to cover as much skin as possible. This is because outdoor workers are exposed to high levels of direct sunlight over long periods of time, generally receiving five to 10 times more ultraviolet radiation exposure per year than indoor workers. Therefore, outdoor workers are at an increased risk of skin cancer and other health issues related to excess UV radiation.

Read more about [sun safety for outdoor workers](#)

Training

Training is required for all workers likely to be working in hot environments, undertaking strenuous work at elevated temperatures and those who wear impermeable protective clothing.

Training should include:

- mechanisms of heat exposure
- potential heat exposure situations
- recognition of predisposing factors
- importance of fluid intake

- the nature of acclimatisation
- effects of alcohol and drugs
- early recognition of symptoms of heat illness
- prevention of heat illness
- first aid treatment of heat illnesses
- self-assessment (this is a critical key element)
- how medical surveillance programs work and the advantages of employee participation.

Use the [Heat stress \(basic\) calculator](#) as part of training by encouraging your workers to input combinations of different controls to achieve an improved risk score.

Resources

A Current Affair - Melting Man

This story shows the tragic consequences that can occur if heat strain factors are not adequately controlled. Story provided to Workplace Health and Safety Queensland courtesy of the Nine Network's A Current Affair program.

[Watch the film](#)

[Download a copy of this film](#) (MP4, 221MB)

eSafe articles

- [Heat stress – know the facts to protect your workers](#)
- [Protect your workers from summer heat stress](#) (Jan 2024)
- [Heat-related illness](#)
- [Protect your workers from summer heat stress](#) (Nov 2023)
- [Extreme weather and heat stress](#)
- [Avoiding heat stress](#)
- [Heat stressing you out already?](#)
- [Formworkers suffer heat stress](#)
- [SafeWork South Australia – Heat awareness](#)

Other resources

- [Heat stress in the tourism industry fact sheet](#) (PDF, 2,74 MB)

- [AIOH – A guide to Managing Heat Stress: Developed for Use in the Australian Environment](#)

- [ISO 7933:2004 Ergonomics of the thermal environment](#) - Analytical determination and interpretation of heat stress using calculation of the predicted heat strain.
- W502 Student Manual: Thermal Environment. February 2016. Occupational Hygiene Training Association. [The Thermal Environment](#)
- [Heat stress \(basic\) calculator](#)
- [Guide for managing the risks of working in heat | Safe Work Australia](#)

Last updated 11 September 2018

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GN-55

WORKERS WALK OFF CROSS RIVER RAIL AFTER HEAT-RELATED INJURIES AND FATALITY

QLD/NT

Media Release

WORKERS WALK OFF CROSS RIVER RAIL AFTER HEAT-RELATED INJURIES AND FATALITY

19 January 2024

PUBLISHED: 19 JAN 2024

Hundreds of civil construction workers have walked off the Cross River Rail project in protest against the contractor's blatant disregard for the health and safety of its workforce.

Over the past four weeks there has been one heat-related fatality on the project and several other workers have been hospitalised after suffering heat stress.

CPB has refused to implement effective safety procedures, despite worker Health and Safety Representatives requesting a comprehensive

heat management plan since September 2023.

On Thursday 18 January, workers took matters into their own hands, shutting down significant parts of the project.

While CPB threatened workers with the sack, the government safety regulator Workplace Health and Safety Queensland were onsite to investigate.

Quotes attributable to CFMEU State Secretary Michael Ravbar:

"It's a new year and Queensland has a new Premier and a new transport minister, but the Cross River Rail project is still a safety hazard for construction workers.

"While most Queenslanders enjoyed the summer break, Cross River Rail workers have laboured through oppressive heat and humidity.

"One labourer – a young father – tragically passed away in late December after showing signs of severe heat stress while working on a Cross River Rail site in Salisbury.

"As usual, CPB has responded to the safety incidents by using threats and intimidation tactics in an attempt to keep the workers quiet.

"CPB has clearly learned nothing from the numerous safety incidents over the past few years. They continue to treat workers like numbers on a spreadsheet – with deadly consequences.

"2023 was the hottest year on record, yet the contractor on Queensland's biggest civil construction project still doesn't have a proper heat management plan for its workers.

"The worst part is that CPB were warned of the dangers of heat stress by Health and Safety Representatives, who are elected by workers.

"Workers have now sent the company – and the government – a clear message: enough is enough. It is time for Steven Miles and Bart Mellish to do what their predecessors wouldn't. They must step in and sort out this mess."

GN-56

CFMEU Construction & General QLD/NT
February 5, 2024 · 🌐

Workers on the Cross River Rail are demanding CPB adopt the CFMEU heat stress policy.

CROSSRIVER *FAIL*

25 WORKERS HOSPITALISED

1 WORKER DEAD

IT'S TIME FOR CPB TO ADOPT THE CFMEU HEAT STRESS POLICY

👍❤️ 198 21 comments 38 shares

👍 Like 💬 Comment ➦ Share

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Compilation of heat-related incidents as at 14 February 2024

Incidents where workers were taken to hospital highlighted grey.

Note: In each case, injury was unrelated to heat or was classified as a first-aid injury, with worker not needing to be admitted overnight (ie. hospitalised) and released same day.

HEAT RELATED INCIDENTS Period 1 Dec 2023 to 14 Feb 2024

Site	Event Date	What Happened	Treatment	Ambulance Called	Transported to Hospital	Status	Classification
Normanby	14/02/24	Further details to follow.	Worker taken to hospital by Unity Supervisor and admitted to hospital for further tests. Blood tests have indicated issue with kidneys.	No	Yes	Further details to come	Non-work related
Woolloongabba	06/02/24	Worker was seated at the crib room prior to the start of the shift. It was noticed that the worker was leaning against the colleague beside them, appearing unresponsive.	First aid was promptly administered on-site, and an ambulance was called. Shortly after, the ambulance arrived, and the worker disclosed their pre-existing conditions. The worker was assessed and then transported to a medical facility for further evaluation.	Yes	Yes	Worker assessed at hospital and discharged	Non-work related
Boggo Road	06/02/24	A worker stated they had been feeling unwell since before arriving at work then while doing concrete preparation work on site the worker said they became nauseous and vomited at least 4 times. The worker then came up	First aid with cooling in air-conditioned room, cold water and cold packs applied. Ambulance called and worker taken to hospital for assessment.	Yes	Yes	Worker was assessed at hospital and it was determined to be a non-work related illness.	Non-work related

		to the amenities to have an unscheduled break and rest at ~11:40 hours.					
Albert Street	01/02/24	A scaffolder / worker engaged in manual handling several 600mm ledgers at Lot 1 LB7 reports becoming light headed / dizzy before sitting down on a stillage of scaffold components just prior to fainting. A work colleague nearby observed the worker unwell having slumped backwards with their head contacting the stillage edge causing a minor abrasion	Emergency alarm raised. First aiders attended and 000 ambulance called. Paramedics assessed the worker on site before transporting hospital for further assessment.	Yes	Yes	Worker was assessed at hospital and found to have an undiagnosed pre-existing condition. Incident was not heat related. Worker has returned to work.	Non-work related
Southern Area	01/02/24	Worker felt that he was overheating and unsteady on his feet.	Worker reported to the first aid room and was assessed by the first aider. An ice pack was applied to his neck and hydrolytes were consumed. The worker responded well to the cool environment and hydrolytes and returned to work within his normal vocation.	No	No	Worker returned to work within normal vocation.	First Aid Injury
Woolloongabba	29/01/24	A worker performing scaffold inspections, reported feeling unwell with heat-related symptoms.	Worker reported to First aid room and after initial assessment and treatment, transported to the medical facility for assessment before being released to return to normal duties.	No	Yes	Worker released to return to normal duties	First Aid Injury
Albert Street	29/01/24	Worker said he started to get a headache mid-morning and took 2 X Nurofen. Following a few hours later worker reported to	First aid with cooling in air-conditioned room, cool liquids and wet down of face, forehead and back of neck provided. Professional assessment recommended	No	Yes	Worker cleared to return to work.	First Aid Injury

		First Aid room still feeling unwell.					
Albert Street	29/01/24	Worker was observed as presenting unwell on LB4 Lot 1 and was being escorted by two workers in the direction of first aid shed when the workers conditioned worsened at which time the escorting workers assisted the IP to the floor of B4 AA5	First Aid attending with 000 Ambulance called. Worker was monitored by first aiders until ambulance arrived. Emergency first cage utilized to transport worker to L0 Ambulance. The worker was cleared to return to work	Yes	Yes	Worker cleared to return to work.	First Aid Injury
Pimpama	25/01/24	Ausstructures worker suffering from heat and vomiting.	Worker escorted to micro site in the shade and A/C. Worker given hydrolytes. Worker transported to doctor by management for further assessment	No	No	Worker cleared as fit from doctor.	First Aid Injury
Southern Area	24/01/24 12:30	While carrying out general labouring duties in hot conditions the IP felt nauseous and developed a headache.	The IP presented to the first aid room where they were assessed and were transported to St. Andrew's hospital as a precautionary measure.	Yes	Yes	Worker has returned to work with their normal vocation.	First Aid Injury
Boggo Road	24/01/24 11:20	Worker reported to the first aid room feeling unwell, headache, pale, and nausea.	IP was given water, hydrolytes, ice packs, and cool wipes. paramedics attended as a precautionary measure. IP was cleared by paramedic with no further assessment required. worker was then escorted home by fellow worker	Yes	No	Worker cleared by paramedic with no further assessment required.	First Aid Injury
Southern Area	22/01/24 12:00	A Traffic Controller presented with potential heat stress	IP was given hydrolytes, and an ice pack was applied to the back of the neck. The IP supervisor attended site and escorted the IP to St Andrews Hospital as a precautionary measure. Worker returned to work within normal vocation.	Yes	Yes	Worker cleared to return to normal duties.	First Aid Injury

Woolloongabba	22/01/24	Worker presented to the first aiders on site feeling unwell, unsteady on their feet and in a slightly confused condition.	First aid applied. Worker was taken to the medical center for further assessment before being released to return to normal duties.	Yes	Yes	Worker released from Hospital same day and returned to full duties.	First Aid Injury
Boggo Road	22/01/24 11:45	Worker presented to the First Aid room requiring assistance, reporting of dizziness, and heat stress related symptoms.	First aid cooling within air-conditioned room & applied cold packs, commenced hydrating, called ambulance services to assist in assessing the worker's condition. Worker was responding to the first aid, however as a precautionary measure the Ambulance team has taken the worker off site for further monitoring.	Yes	Yes	Worker released from Hospital same day	First Aid Injury
Albert Street	22/01/24 07:50	A worker moving from Level B4 to level 0 collapsed inside the Lot 1 hoist#2. Co-workers assisting the worker to a seated recovery position observed the worker experiencing momentary disorientation.	First aid cooling, hydration and monitoring provided within the hoist. 000 Ambulance called with worker transported to the Royal Brisbane Hospital for further assessment.	Yes	Yes	The worker was cleared to return to work	First Aid Injury
Roma Street	19/01/24 12:30	Worker presented to the crib huts unwell. Worker taken to first aid room for assessment by safety advisor.	Worker monitored for hour and recovered.	No	No	Worker returned to normal duties	No Treatment
Albert Street	19/01/24 14:15	A Lot 3 Traffic Controller reported to the first aid room feeling reporting dizziness, and hot / cold flushes	First aid cooling within air conditioned room, hydrating, monitoring. Transported to hospital for further precautionary assessment	Yes	Yes	Worker cleared to return to normal duties	First Aid Injury
Albert Street	19/01/24 11:10	A Lot 3 Traffic Controller presented to the first aid room after reporting feeling unwell.	First aid cooling within air-conditioned room, water to hydrate, monitoring Ambulance attended and worker transported to RBWH for further assessment.	Yes	Yes	Worker cleared to return to normal duties	First Aid Injury

Albert Street	18/01/24	Subcontractor working on platform in Lot 2 reported to Safety with shortness of breath shortly after lunch	Ambulance was called (cyclist ambulance arrived). Worker was assessed and was taken to hospital for further investigation	Yes	Yes	Worker returned to work BAU 19/01/24 after being cleared from hospital.	First Aid Injury
Southern Area	18/01/24 13:30	Boiler Maker reported he was feeling heat stress related type symptoms to his co-worker.	Worker received first aid by first aider present then Site Safety Advisor. Paramedics were called to attend to site but could not due to other request for services. Paramedic Supervisor called back from Ambulance Service and after speaking with person involved and site safety adviser authorized the transport of the PI via private vehicle to nearest hospital for assessment. Site Management arranged transport to St Andrews.	Yes – but did not attend	Yes	Woker cleared to return to work on his next shift within his vocation.	First Aid Injury
RNA	17/01/24 15:15	The worker reported for work at 09:00hrs as a concreter. The worker was performing concrete pumping and finishing activities with several other workers The pour was scheduled for 11 am but commenced at 12 pm. The task was to pour 24m of V drain. The worker reported to the supervisor at 15 15hrs with heat illness-related symptoms (lightheaded, shaking & shallow	The worker was treated on-site by the first aider. QAS paramedic attended the RNA site, assessed the worker and advised transported to RBWH at 16:05hrs for further assessment.	Yes	Yes	The worker was released from RBWH at approx. 20:30hrs.	First Aid Injury

		breathing).					
RNA	17/01/24 14:00	The worker was performing concrete pumping activities. The pour was scheduled for 11 am but commenced at 12 pm. The task was to pour 24m of V drain. The worker reported heat illness symptoms to the supervisor at 14:00hrs (lightheaded & shaking). In a follow-up with the worker, they stated having consumed at approx. 2L of water for the entire day	Worker reported to first aid facilities, rest, hydration and cooling methods applied.	No	No	The worker reported feeling much better at 15:15hrs and self-transported home.	First Aid Injury
RNA	17/01/24 09:30	Worker reported heat illness symptoms to their Supervisor (pale & shaking). In a follow-up with the worker, they stated having consumed: an energy drink before starting work and Approximately 1.5L of water.	The worker was taken to the RBWH by the subcontractor supervisor. The treatment provided was the removal of clothes and cold therapy.	No	Yes	Worker reported to work the following day. Was cleared by hospital.	First Aid Injury
Boggo Road	10/01/24 13:45	Worker presented to the first aider with heat stress related symptoms during work activities.	Worker received first aid by safety advisor. Paramedics attended and determined that offsite transfer was not required. Worker was escorted home following paramedic assessment and clearance.	Yes	No	The worker returned to work the following day.	First Aid Injury
Roma Street	10/01/24 15:00	A Worker completing physical work activities felt unwell and went to crib rooms to rest and cool down. Safety advisor observed the worker showing heat related symptoms before providing first aid.	Worker returned to the crib room where he was monitored and completed a hydration test.	No	No	The worker returned to duties within his vocation after consuming food, water and cooling down.	First Aid Injury

NB: Unity sub-contractor matter 28 December 2023

The matter of the subcontractor who passed away on 28 December 2023 was not recorded as an incident.

The project's major contractor Unity advised they offered assistance on site, however the worker declined any assistance. The worker made his own decision to leave work on the basis he was feeling unwell and did not provide any specific detail about the reasons for feeling unwell. Unity noted there was no indication of heat stress.

News

Published: 15 Feb 2024

Cross River Rail denies heat stress claims, as wife says worker's death 'could have been prevented'

'My darling Daniel didn't come home safely from work.'



By Warren Barnsley

The widow of a young father-of-three who died after a shift building [Brisbane's](#) Cross River Rail has claimed his death "could have been prevented".

However, the authority delivering the mammoth [infrastructure](#) project maintains no findings have been made to back up claims by the family and a union that he died of [heat stress](#).

Subcontractor Daniel Sa'u, 29, died on December 28 on the way home from the Salisbury construction site.

Know the news with the 7NEWS app: [Download today](#) →

"My darling Daniel didn't come home safely from work," his wife Jeraldine told a CFMEU rally on Thursday.

"He is my soulmate, a wonderful father to our beautiful three girls, a loving son, a brother and uncle.

"He is so loved and missed by his family and friends.

"He was a hard worker wanting to provide for his family to set up the future of his children."



Daniel Sa'u, who died on his way home from a shift on the Cross River Rail, with his wife Jeraldine and children. Credit: CoFundMe

She said the extended family has suffered unimaginable "grief and loss" but "what has made it more difficult" is "that it could have been prevented".

She said she was speaking out to "prevent this from happening to another family".

"What happened to him is not right," she said.

"Those in power who could have prevented his death need to be held accountable. There has been no acknowledgement of his loss, no closure received from any of these organisations.

"No words, no nothing."



Sa'u's wife Jeraldine spoke at a CFMEU rally in Brisbane on Thursday. Credit: 7NEWS

The CFMEU has claimed 25 CRR workers have been hospitalised from heat stress since Christmas, alleging site managers have failed to implement the union's heat stress policy.

State secretary Michael Ravbar accused regulatory body Workplace Health and Safety Queensland of failing to enforce safety policies, "leaving workers to fend for themselves in a taxpayer-funded death trap".

The Cross River Rail Delivery Authority admits 18 workers have been taken to hospital after complaining of or displaying "suspected heat-related symptoms".

"Of these, five had pre-existing medical conditions unrelated to work and the remaining 13 required first aid treatment only, and were cleared to return to work on the same day or next day," the body said.

"Transporting workers to hospital for assessment is in line with the heat management policies in place, and shows those policies are being enacted."

The authority expressed condolences to Sa'u's family but declined to comment on the possible cause of his death.

"Police have advised their investigations are continuing, including into the cause of his death after leaving site earlier in the day," it said on Thursday.

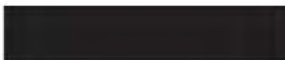
"Therefore, it would be inappropriate to comment further."

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(jjj) CRRDA Area Managers are present at every Cross River Rail site, regularly communicating with CGBU and subcontractors and sharing regular updates. These updates can cover things such as site attendance, safety, industrial activity, and project progress.

Below are updates from the Area Managers in relation to workers turning up to site without correct PPE.

2024/02/02 08:24



Gabba update: union meeting with workers discussed working in heat and hot weather. Union proposed for workers to wear shirts and shorts going forward. CGBU cannot accommodate this request as it will be against CGBU's PPE policy. All workers then walked off site. Night shift tonight and Saturday are cancelled.

FYI, at Albert St several workers have presented to work wearing shorts and have not been permitted to entry site by CGBU supervisors.

2024/02/05 06:44



Gabba Station: About 10% of the workers attended prestart with shorts and short sleeve shirts including CFMEU delegate. CGBU Precinct Manager advised PPE policy hasn't changed. HSR meeting being held now to dis this issue.

2024/02/05 06:47



Boggo Road: Approx 70% workers present wearing shorts at Prestart. Some are from Kenny's , Uplift Crane, NWCI, Rovera and M&E fitout workers.

2024/02/05 06:58

[REDACTED]

Roma Street - 2x CFMEU HSRs present onsite wearing shorts and t-shirts.

2024/02/05 08:04

[REDACTED]

Boggo Road update: All Workers called out by unions for a meeting in the main crib room. After the meeting workers have entered the site wearing shorts. CBGU did not intervene. CBGU are in discussions with the subcontractor managers atm. Concrete pour is progressing currently with incorrect PPE. FYI, there's a mixture of clothing worn. Majority of short sleeved shirts are NOT hi-vis.

2024/02/06 06:47

[REDACTED]

Roma St: Teams meeting last night with CBGU management across all sites and CBGU Milton.

CBGU stance/discussed points:

1. Heat stress/management not a task. No specific SWMS dedicated to heat stress/management will be produced.
2. Any worker showing up in short sleeves or shorts will be asked to go home. That planned activity may be cancelled.
3. CBGU existing heat management policy in place. As long as parameters fall within policy, site is heat safe for work. It is then up to individual workers/subbie to decide if they want to work.

2024/02/07 06:43

[REDACTED]

Gabba: CFMEU delegate and 1 x ETU official present. Approx. 5-10 workers in shorts and short sleeved shirts including CFMEU delegate.

Union rep called for a meeting with all workers after Prestart.

Wellbeing of Stowe worker was mentioned that he was discharged from hospital and it was not heat related.

Full compliance to PPE was emphasised. HSR reps will be monitoring temperatures in all areas throughout the day. A worker asked "what if a work group doesn't have a HSR?" The response was that CBGU safety rep will take the readings for that workgroup.

CFMEU delegate disliked the response and asked all to attend meeting which started at 6:30am.

2024/02/07 06:50

[REDACTED]

Roma St: 2x ETU delegates on site and are holding a meeting with workers. Approx. 4 workers arrived to site in shorts.

HSR scheduled to meet at 1pm to plan works for the following day.

2024/02/07 07:09

[REDACTED]

Boggo Rd: 1x CFMEU rep onsite. - Several workers present wearing shorts and short sleeved shirts. Workers have commenced onsite including those wearing non-compliant PPE.

2024/02/07 08:26

[REDACTED]

TSD sites: All sites returned to BAU including tunnels and portals. Several workers at each site have presented to work in shorts.

2024/02/07 08:57

[REDACTED]

Gabba Station: RB scaffolding and Fugen (block workers) are inside cribs huts because CBGU not allowed them to go to site as some of their crew are still in shorts and shirts. Discussions are being undertaken between parties.

Plumbers, M&E subcontractors and Rocktown are onsite with full PPE compliance.

2024/02/07 11:07

[REDACTED]

Gabba: Some RB scaffolding and Fugen eorkers have entered site with shorts for work after waiting in cribs. CBGU is in discussions with their management. 2 x CFMEU officials are still onsite.

2024/02/08 06:54

[REDACTED]

Boggo Rd: 2x CFMEU delegates on-site. Approx. 60-70 Kenny's workers present at the Prestart. Several workers in non-compliant PPE.

2024/02/08 06:57

[REDACTED]

Roma Street: workers briefed on appropriate PPE and heat stress. Wadsworth (fitout contractors) and 1x Altus presented wearing shorts.

2024/02/08 06:59

[REDACTED]

Gabba: 3x RB scaffolding workers are wearing non-compliant PPE including CFMEU delegate.

2024/02/08 14:24

[REDACTED]

Boggo Rd: 3x CFMEU reps just arrived to site. 2 are in shorts.

2024/02/12 07:15

[REDACTED]

Gabba: Usual prestart. Unions and delegates were not present. Full PPE compliance except 2 x Mulherin workers in long sleeve shirts and shorts. Post rain safety walk to commence shortly.

2024/02/12 07:17

[REDACTED]

Boggo Rd: CBGU and Union currently having a meeting, started at 7am. Approx 10-15 workers not in compliant PPE.

2024/02/12 07:19

[REDACTED]

Roma St: Several FTF (blockwork contractor) employees in shorts and short sleeves, approx 4. No additional union presence (only HSRs). Mates in construction presentation in crib huts.

2024/02/13 07:21

[REDACTED]

Gabba: 1x CFMEU rep present at the Prestart wearing non compliant PPE. 2x Mulherin and 2x RB scaffolding workers are seen wearing shorts. CPB manager requested all CPB workers to attend tomorrow's EBA meeting at 6 am for the day shift and 5 pm for night shift workers.

2024/02/14 09:02

[REDACTED]

Boggo Rd: Approx. 40-50 workers present at Prestart. Few workers still in shorts. No unions presence.
CBGU direct hires at EBA meeting.

2024/02/15 07:35

[REDACTED]

Boggo Rd: 1x CFMEU delegate present. Approx. 60 workers present at Prestart. Some workers still in shorts. Workers told if they want to come back to site for works after the March they are allowed to do so. BAU onsite. Expect to leave for rally around 9am.

2024/02/21 07:06

[REDACTED]

Roma St: Mates in Construction presentation for services trades.

CFMEU HSR rep in shorts and t-shirt. BAU on-site.

2024/02/21 08:29

[REDACTED]

CFMEU rep in shorts walking round mezz level back of house Roma st

2024/02/21 07:08

[REDACTED]

TFN: Site BAU. No Union presence. Around 30 workers. Inclusion of heat management into all the SWMS. Workers to review SWMS and sign off.

2024/02/21 08:29

[REDACTED]

CFMEU rep in shorts walking round mezz level back of house Roma st

2024/02/22 08:43

[REDACTED]

Albert St: 5x Union reps have arrived to site. Appears all planned pours for today in Lot 1, 2 & 3 may be cancelled. CBGU not allowing Lot 1 pour to proceed as pump operator is in non-compliant PPE (shorts and t-shirt). Unions demanding operator to be allowed to work.

2024/02/23 07:31

[REDACTED]

Albert St: SCP concrete pumping workers in non-compliant PPE again this morning similar to yesterday. Lot 1 jump pour could be cancelled again.

2024/02/27 06:40

[REDACTED]

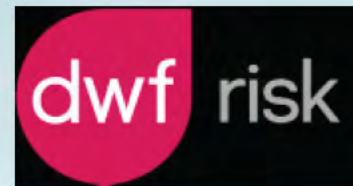
Roma St: yesterday CFMEU HSRs were wearing shorts participating in work activities (i.e. concrete pours/using concrete vibrators). CBGU cancelled the pour due to the non-compliance of PPE.

2024/02/27 14:35

[REDACTED]

Gabba update: workers returned to work following the CFMEU meeting this morning. CFMEU provided an update that CBGU has not agreed to their PPE policy to allow shorts on site. CFMEU apologised to workers for asking them to wear shorts and shirts which impacted some workers' wages at the end.
FYI, all Union officials were all in compliant PPE.





Cross River Rail Delivery Authority

Heat Management Review

Report: Unity Alliance - RIS

Prepared by
DWF Risk (Australia)

February 2024



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Cross River Rail: Heat Management Review – Unity

Date: 23 February 2024

Prepared for: Greg Ward, Director – Safety, Program Delivery. Cross River Rail Delivery Authority

Prepared by: James Mayhew for DWF Risk

Executive Summary

The review was commissioned to determine if the risks of working in hot conditions were being effectively managed on the Unity Alliance sites of the Cross River Rail project.

The review utilised Safe Work Australia's ("**SWA**") Guide for 'Managing the risks of Working in Heat', as well as Unity Alliance's internal procedures and processes. A sample of sites were verified to understand the extent and adequacy of the implementation of working in heat management practices.

This report presents the results, key findings, and identifies recommendations for the improvement of managing the risk of working in heat.

The review identified that Unity Alliance's Heat Management Plan ("**HMP**") documented the controls required to manage working in heat, and there was significant evidence of those controls (as well other best practice controls e.g. hydration testing) being implemented at an operational level.

The workers who were visited during the field verification stage of the review demonstrated risk-based decision making being utilised (although not always documented) to control the risks associated with working in heat, particularly when planning the work and during the development of safe systems of work.

In order to better manage the risks of working in heat, individual factors and acclimatisation processes could be improved. More detailed training in heat management could also be delivered to the wider workforce.

A number of improvement opportunities are identified in the recommendations section of the report, although broadly there was extensive evidence of the risks of working in heat being managed with controls being adequately implemented.

Reviewer's Note

We would like to acknowledge and thank the participants of the review, who made the process as productive as possible. The involvement from project team WHS Managers was excellent, and teams were helpful and forthcoming with time and input. Involvement and support from Adrian Ockford - WHS Manager and other project team members who attended the site visits was much appreciated.



1.0 Scope and Objectives

1.1 Scope

Independent review of heat management, including two distinct areas of scope:

- A. Review the HMP to determine its adequacy.
- B. Assess the implementation of the HMP and review actions taken in accordance with the HMP.

1.2 Review Criteria

Review criteria were developed in two parts:

1. Desktop review - derived from SWA's Guide for 'Managing the risks of Working in Heat'; and
2. Unity Alliance's internal procedures and/or HMP.

For further details of the review criteria, refer to **Appendices A - B**.

1.3 Objectives

- Determine the adequacy of Unity Alliance's HMPs using guidance material contained in SWA's Guide for 'Managing the risks of Working in Heat'.
- Assess Unity Alliance's implementation of their own HMPs and procedures.
- Understand how working in heat is planned and performed, and how heat related risks and controls are identified and implemented.
- To understand differing approaches to managing the risks of working in heat throughout the CRR Project.

2.0 Review

2.1 Review Methodology

The work was undertaken in the following stages:

Stage 1: Discovery & Desktop Review

- Review of Unity Alliance's HMPs, and/or other relevant documents designed to manage the risks associated with heat stress.
- Assessing whether the HMPs were adequate to control the risks (based on available recognised current industry practice, e.g. the SWA Guide); and
- Developing review criteria, based on:
 - Key elements of the HMP;
 - Heat - related incident reports and associated actions; and
 - WHS regulator notices issued in relation to the management of Heat Stress
- Developing review tool.

Stage 2: On Site Verification

- Conducting site visits to assess in-field implementation at
 - Unity Alliance: Rocklea, Mayne and RNA sites, including Interior Areas, Surface Works and Platforms.
- Obtaining evidence (including documentation), and evaluating it objectively to determine the extent to which the review criteria were fulfilled.



Stage 3: Reporting

- Collating and analysing findings.
- Preparing a report to convey findings, including areas of compliance, partial compliance, non-compliance, and recommendations against **Scope A** and **Scope B**.

2.2 Reference Documents

- WHSQ's 'Managing the work environment and facilities Code of Practice 2021'.
- SWA's Guide for 'Managing the risks of Working in Heat..
- A guide to managing heat stress: developed for use in the Australian environment AIOH.
- Heat Management Plan Cross River Rail – Rail, Integration and Systems Alliance RIS-UNA-SAH-MPL-00207-Unity.
- Symptoms of heat illness and water consumption habits in mine industry workers over the summer months in Australia. Sarah Taggart, et al, Australia, Industrial Health, published online January 2024, doi: 10.2486/indhealth.2023-0139.

2.3 Review Schedule

Site	Date	Day	Time
Unity Alliance sites: Rocklea, RNA and Mayne	29/01/2024	Monday	8:00 am – 3.00 pm

The following agenda was followed at each site:

- An opening meeting with key stakeholders (including the WHS Manager), who provided an overview of the site including current activities, type of plant on site, number of workers etc.
- Reviewing documentation relative to the review criteria.
- Site walk and physical inspections of work areas relevant to the review criteria.
- Reviewing relevant records and documents as required.
- Reviewing applicable WHS system documents.



3.0 Findings

Confidence level: A 'level of confidence' of about 80% was applied in making these findings. The reviewer's confidence was influenced by the available evidence, site observations and the response to questions asked, including the level of understanding of how heat related risks on the site were managed.

Note: The field verification findings against Unity Alliance's own procedures/plans was dependent on:

- responses and information provided during interviews;
- sampling of sites; and
- information made available at the time of the review.

3.1 Desktop Review of HMP against SWA Guidance Material

Unity Alliance HMP: Overall review finding = **Adequate**.

The HMP is a risk-based document that identifies severe thermal environments as a risk to workers

Key elements of the HMP:

- Includes a risk-based heat stress monitoring assessment
- Specifies controls required to eliminate or minimise working in heat, and applies controls at specified levels.
- Details temperature monitoring, thermal work limit monitoring and physiological monitoring.
- Considers scheduling work outside of peak heat periods during the day (e.g. scheduling concrete pours, or steel fixing for cooler parts of the day where possible).
- Identifies acclimatisation as a key consideration, however it is not prescriptive in detailing how this is implemented.
- Broadly outlines fitness for work focusing on alcohol and drugs.
- Includes level three controls, such as job rotation, rest breaks, and PPE.
- Details training requirements and content, including the self-testing urine charts, as well as drinking water provisions and cool well-ventilated rest areas.

Generally, the HMP features the key considerations of managing the risks of working in heat as per SWA's guidance, and as such addresses the recommended controls. There are some opportunities for minor improvements as outlined in the recommendations below (section 4.0 of this report).

3.2 Field Verification of Implementation of HMP

Unity Alliance applied a three stage risk-based approach to managing the risks of working in heat, which was achieved through:

- Heat stress monitoring via Bureau of Meteorology forecasts;
- Determining thermal work limits at work sites; and
- Applying controls at specified levels.

The above was evidenced during field verification.

Field verification identified implementation of fans, use of Gazebo style shades, air-conditioned areas, and cool drinking water readily available where work was being performed. It was reported that scheduling work outside of peak heat periods during the day (e.g. scheduling concrete pours, or steel fixing for cooler parts of the day where possible) was utilised as a control, although this was not formally recorded.

Throughout the Unity sites visited, educational material (posters) regarding heat management were prominently displayed in key areas, and self-testing urine charts were displayed in the toilets.

Evidence of training was limited, and the project induction had recently been updated in January 2024 to include heat management. It was reported that toolbox training had been delivered to Supervisors only, rather than to the entire



work force. There is an opportunity to expand and deliver this training to the wider workforce in order to improve understanding of heat stress prevention.

In general, the Unity Alliance sites visited displayed adequate heat management controls being implemented, and work / rest cycles were evident. Supervisors also appeared to have a good understanding of the need to manage the heat related risks, and the controls available (including engineering controls).

The following requirements were found to be not compliant at the sites listed below:

#	Criteria / requirement	Site/s	Review finding
2.2 <i>Ref: 6.1 Acclimatisation</i>	Workers returning from extended leave undergo acclimatisation.	Rocklea, RNA and Mayne	Partially Compliant
3.1 <i>Ref: 6.7 Awareness</i>	All workers are aware of the signs and symptoms of heat related illness during induction and prior to summer. Urine self-testing posters are located in restrooms.	Rocklea, RNA and Mayne	Partially Compliant

3.3 Actions from Previous Heat Related Injury and Illness Incidents

Three (3) heat related incidents were recorded on 17 January 2024 at the RNA site.

In 2 of the 3 incidents, the affected worker was transported to hospital, and was later released and returned to work without missing a shift.

All incidents were classified as "first aid injury". As per the Unity incident management procedure, first aid incidents are not formally investigated, and accordingly there were no actions issued in response to these incidents.



4.0 Recommendations

1.	Review risk management and HIRAC documents to clearly identify the hazard of working in heat and capture risk-based decision making regarding the management of heat risks, e.g. working planning and prestart minutes etc.
2.	Establish a documented process for identifying workers who require acclimatisation and monitoring for working in hot conditions.
3.	Review heat management training material to include more information on the following: <ul style="list-style-type: none"> • Understanding the risk factors of working in the heat e.g: <ul style="list-style-type: none"> ○ Individual risk factors; and ○ Hydration, how much fluid should be drunk, and what fluids to drink. • Applying risk controls at the worksite. • Applying risk controls as a Supervisor and Worker.
4.	Consider implementing a program of voluntary oral hydration testing with MX3 (or similar system) prior to commencing, and during work, to proactively educate and manage individual risk factors of dehydration.

End of report

5.0 Contact



Darren Sharry
National Manager
DWF Risk (Australia)

M
E



James Mayhew
Consultant
for DWF Risk (Australia)

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6.0 List of Appendices

Please refer to separate Appendices attachment for copy of each appendix.

Appendix A – Review Tool - Unity Heat Management Plan

Appendix B – Review Tool - Unity Heat Management Plan - Field Verification

Appendix C – Literature Review

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Appendix A – Review Tool - Unity Heat Management Plan

Heat Management Plan Review Tool V1: Unity

Independent Safety Effectiveness Review to determine adequacy of plans for managing the risks of working in heat across all active sites:

Site	Unity Alliance	Date / time	02 February
Activities on site	Construction		

Primary reference documents:

- Work Health and Safety Act 2011
- Work Health and Safety Regulations 2011
- SWA Managing the risks of working in heat guidance material
- Managing the work environment and facilities Code of Practice 2021 (Qld)

Review objectives: To determine if the plans are adequate to control the risks, based on contemporary industry practice and Safe Work Australia and WHSQ documented requirements.

	REQUIREMENT	Comment / finding
1.	Hazard identification, risk assessment and control	
1.1	The procedure or plan outlines hazard identification, risk assessment and control (HIRAC) methodology for working in heat.	<p>Discussion: The Heat Management Plan (the plan) is a risk-based document that identifies severe thermal environments as a risk to workers. Within the plan includes a risk-based heat stress monitoring assessment and controls to eliminate or minimise working in heat. The plan details temperature monitoring, thermal work limit monitoring and physiological monitoring.</p> <p>Referenced Documents/Section Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207.</p>

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1.2	The procedure or plan considers WHS Regulations (regs 40 e and f) and is clearly defined in relation to working in heat.	<p>Discussion: The plan does not detail specific ventilation controls. Within the plan, '40 f' of the Work Health and Safety Regulations 2011 is detailed throughout various sections of the plan.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
1.3	The procedure or plan details how relevant workers and stakeholders are consulted on and participate in HIRAC processes.	<p>Discussion: The plan does not detail how relevant workers and stakeholders are consulted on and participate in HIRAC processes other than information provided to workers as part of toolbox talks and pre-starts.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
1.4	The procedure or plan details how heat related risks are eliminated or otherwise minimised so far as is reasonably practicable (SFAIRP)	<p>Discussion: The plan details how risks are minimised to SFAIRP through the plan in various sections, although there is no reference to elimination as a consideration throughout the plan.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
1.5	The procedure or plan details heat related control measures that are developed in accordance with the hierarchy of controls and maintained for continued effectiveness.	<p>Discussion: The plan does not detail heat related control measures that are developed in accordance with the hierarchy of controls. The only reference to hierarchy of controls is under section 3 Roles and Responsibilities.</p> <p>Referenced Documents/Section Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
1.6	The procedure or plan details when control measures are reviewed: When there is indication that the control measure does not control risks SFAIRP.	<p>Discussion: The plan includes a rigorous risk management process to be applied under specific circumstances as per 5.1 Heat Stress Monitoring – Three Stage Assessment and Attachment 1 Actions Based on Stage 2 Thermal Work Limit Assessment.</p> <p>The plan does not detail consultation/HSR requirements, although information and awareness session are reported to be provided as part of pre-starts and toolbox talks.</p>



	<p>Before a change at the workplace that is likely to give rise to a new or different risk.</p> <p>When a new relevant hazard or risk is identified.</p> <p>When consultation indicate that a review is necessary.</p> <p>When requested by an HSR.</p>	<p>Referenced Documents/Section:</p> <p>Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
2.	Assessment	
2.1	The procedure or plan details acclimatisation as individual factor to be considered.	<p>Discussion: The plan details specific acclimatisation requirements as per section 6.1 Acclimatisation.</p> <p>Referenced Documents/Section:</p> <p>Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
3.	The work The procedure or plan considers:	
3.1	Where is the work being done	<p>Discussion: The plan details the requirements in section 2 Context and 6 Heat Stress Management of the plan.</p> <p>Referenced Documents/Section:</p> <p>Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
3.2	How physically demanding the work is and how long will the worker be doing physically demanding work.	<p>Discussion: The plan details the requirements in section 6 Heat Stress Management, 6.5 Job Rotation and Rest Breaks and Attachment 1 Actions Based on Stage 2 Thermal Work Limit Assessment.</p> <p>Referenced Documents/Section:</p> <p>Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
3.3	How long will the worker be exposed to heat and when and where can they take breaks	<p>Discussion: The plan details where workers can take breaks in sections 6.5 Job Rotation and Rest Breaks, 6.6 Provision of Rest Areas and Attachment 1 Actions Based on Stage 2 Thermal Work Limit Assessment.</p>



		<p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
3.4	Time of day the work is being done	<p>Discussion: The plan address the guidance in section 6 Heat Stress Management, 6.5 Job Rotation and Rest Breaks.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
3.5	Is the work complex or difficult where heat may affect concentration	<p>Discussion: The plan does not set out provisions for if the work is complex or difficult where heat may affect concentration.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
4.	<p>Workers The procedure or plan considers:</p>	
4.1	Fitness for work and personal factors that may make a worker susceptible to heat-related illness, i.e. medical condition, medications, non-medical drugs, including consideration for privacy and discrimination laws.	<p>Discussion: The context and 5.1.3 Physiological Monitoring sections of the plan considers personal factors, although consideration for privacy and discrimination laws is not considered.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
4.2	Age factors (aged 25 or less) or older (aged 55 or more).	<p>Discussion: The plan considers age as a factor, although this is only a variable to when completing physiological monitoring as per 5.1.3 of the plan.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
4.3	Returning to work after an absence.	<p>Discussion: Section 6.1 Acclimatisation details the requirement.</p> <p>Referenced Documents/Section:</p>



		Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.
4.4	Personal protective equipment (PPE) that impairs the evaporation of sweat.	<p>Discussion: PPE is discussed for the protection of working in extreme temperatures and within 5.1.3 Physiological Monitoring discusses the impact of PPE.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
5.	Work Environment The procedure or plan considers:	
5.1	Air temperature and radiant temperature	<p>Discussion: The plan details the requirements in section 2 Context, 5 Heat Stress Monitoring, 6 Heat Stress Management and 6.5 Job Rotation and Rest Breaks.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
5.2	Air movement or wind (Confined spaces or poorly ventilated spaces)	<p>Discussion: The plan does not discuss the guidance material relating to air movement.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
5.3	Humidity	<p>Discussion: The plan considers humidity in sections 5.1.2 Stage 2 Thermal Work Limit Monitoring, 6.1 Acclimatisation.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
5.4	Heatwave conditions	<p>Discussion: The plan considers heatwave conditions in section Stage 1 Temperature Monitoring.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>

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5.5	Air-conditioned break rooms	<p>Discussion: The plan does not specifically reference air-conditioned break rooms, although in section 6.6 Provision of Rest Areas includes 'a cool, well-ventilated area where workers can take rest breaks must be provided'.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
5.6	Access to cool drinking water	<p>Discussion: The plan discusses in section 6.4 Drinking Water.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
5.7	Lone working	<p>Discussion: Controls relating to lone working are listed in attachment 1 Actions Based on Stage 2 Thermal Work Limit Assessment.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
	Controls	
6.	The work The procedure or plan considers:	
6.1	Scheduling heavy or strenuous work for cooler times of the day or year.	<p>Discussion: The guidance is discussed in 6 Heat Stress Management, 6.5 Job Rotation and Rest Breaks.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
6.2	Using plant or other equipment to reduce manual labour.	<p>Discussion: The plan does not detail the use of plant or equipment to reduce manual labour.</p> <p>Referenced Documents/Section:</p>



		Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.
6.3	Organising work to minimise physically demanding tasks	<p>Discussion: The guidance is addressed in 6 Heat Stress Management, 6.5 Job Rotation and Rest Breaks.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
6.4	Modify targets and work rates to make the work easier and reduce physical exertion	<p>Discussion: The plan addresses the guidance in section 5.1 Three Stage Risk Assessment where restrictions are placed on work times and critical works are only to occur under specific controls.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
6.5	Modifying uniforms or required dress codes so workers can wear cooler, more breathable clothing.	<p>Discussion: The guidance is addressed in 6.3 PPE and Protection from the sun.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
6.6	Ensuring workers are not working alone, or if they must work alone, monitor them, and make sure that they can easily call for help.	<p>Discussion: Lone working requirements are detailed in the attachment 1 Actions Based on Stage 2 Thermal Work Limit Assessment with appropriate emergency response.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
6.7	Established work-rest schedules.	<p>Discussion: Work-rest schedules are detailed in Stage 3 Physiological Monitoring, 6.5 Job Rotation and Rest Breaks and Attachment 1 Actions Based on Stage 2 Thermal Work Limit Assessment.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
7.	Workers	

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	The procedure/plan considers arrangements so that workers:	
7.1	Identify and report hazards associated with heat and heat-related illness	<p>Discussion: The plan includes a section on awareness requirements and details that personnel on the project should be familiar with the signs and symptoms of heat-related illnesses. Information is referenced as being distributed via the project induction and toolboxtalks.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
7.2	Understand how to prevent heat-related illness	<p>Discussion: As per 7.1</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
7.3	Recognise symptoms and signs of heat-related illness in themselves and others	<p>Discussion: As per 7.1</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
7.4	Identify and use appropriate first aid procedures	<p>Discussion: As per 7.1</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
7.5	Modify work intensity and take more regular breaks when working in heat	<p>Discussion: The requirements are covered in 5.1.3 Physiological Monitoring, 6 Heat Stress Management, 6.5 Job Rotation and Rest Breaks and Attachment 1 Actions Based on Stage 2 Thermal Work Limit Assessment.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>

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7.6	Drinking sufficient water to stay hydrated and understand indications of dehydration (dark or reduced urine)	<p>Discussion: The plan includes a self-assessment urine chart included in attachment 2.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
7.7	Recognise the dangers of diuretic drinks	<p>Discussion: The plan does not address the guidance.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
7.8	Are aware of individual risk factors	<p>Discussion: The plan does not address the guidance.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
7.9	Understand acclimatisation	<p>Discussion; The plan discusses acclimatisation in the context generally.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
7.10	Recognise the potential dangers associated with the use of alcohol and/or drugs when working in heat,	<p>Discussion: The plan mentions compliance with alcohol and drugs requirements on site and excessive alcohol consumption in 6.7 awareness requirements for all personnel, although it is not targeted towards training for workers.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
8.	<p>Work Environment The procedure or plan considers:</p>	

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8.1	Installing artificial cooling such as air-conditioning.	<p>Discussion: The plan does not address the guidance.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
8.2	Ensuring the workspace has good air flow. Install fans or generate air movement for example via windows and vents, particularly in humid conditions.	<p>Discussion: The plan does not address the guidance.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
8.3	Removing heated air or steam from hot processes using local exhaust ventilation.	<p>Discussion: The plan does not address the guidance.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
8.4	Providing air-conditioned, shaded, or cool break areas as close as possible to the work site.	<p>Discussion: The plan details the provision of shaded and cool rest areas Air-conditioned rest areas are not specifically referenced.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
8.5	Isolating hot machinery or surfaces by using shields, barriers, and guards	<p>Discussion: The plan does not address the guidance.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
8.6	Providing shade to reduce radiant heat from the sun.	<p>Discussion: The plan details the requirements in Section 6 Heat Stress Management.</p> <p>Referenced Documents/Section:</p>



		Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.
8.7	Providing accessible cool drinking water or when required, electrolyte solutions.	<p>Discussion: The plan details the requirements of drinking water in 6.4 Drinking Water of the plan, although electrolytes are briefly mentioned in 6.7 Awareness requirements for all personnel, this does not fully address the guidance.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
8.8	Providing information such as warning signs at the workplace to reinforce training.	<p>Discussion: The plan includes a self-assessment urine chart included in attachment 2.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
8.9	Specific PPE requirement and how were they determined	<p>Discussion: In section 6.3 PPE and Protection from the sun requires personnel to be fitted with PPE specific to the project requirements.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
9.	Training	
9.1	Does the procedure or plan detail training relating to heat management the extent that is appropriate to their role.	<p>Discussion: The plan includes training under the provisions of pre-starts, toolbox talks, although there is no formal training, and no further context is provided to ensure workers are trained to the extent that is appropriate to their role.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
9.2	Does the procedure or plan make workers aware of their responsibilities and legal obligations.	<p>Discussion: The plan includes a section on Roles and Responsibilities.</p> <p>Referenced Documents/Section:</p>



		Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.
9.3	The worker's capability and competency. Apprentices and young workers	<p>Discussion: The plan does not address the guidance.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
10.	Supervision	
10.1	The procedure or plan considers the level of supervision.	<p>Discussion: The plan does consider specific controls that supervisors are required to ensure are implemented, although it does not specifically reference supervision as a risk management control.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
11.	Emergency Response and First Aid	
11.1	The procedure or Plan detail arrangements for dealing with heat relate illness	<p>Discussion: The plan includes a section on emergency planning and details the arrangements for heat related illnesses.</p> <p>The plan also references a project emergency response plan that is required to be in place for all potential emergency situations.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>
11.2	Emergency response plan-confined space or working at height	<p>Discussion: The plan includes a section on emergency planning and a requirement to ensure all emergencies are considered as a result of working in extreme temperatures.</p> <p>Referenced Documents/Section: Heat Management Plan Cross River Rail – Rail, Integration, and systems Alliance – RIS-UNA-SAH-MPL-00207 Revision Number 00.</p>

Themes: Included in Cross River Rail Delivery Authority Heat Management Review - January 2024 Report.



Appendix B – Review Tool - Unity Heat Management Plan - Field Verification

Field Verification Tool V1: Unity Heat Management Plan

Independent Safety Effectiveness Review to determine effective implementation of controls to manage the risks of working in heat.

Site	Rocklea, RNA and Mayne	Date / time	29/01/2024 08:00
Activities on site	Construction activities		
People	Adrian Ockford H&S Manager Tristain Streat Project Engineer Matt Laughton Superintendent		
		subcontractors	Multiple 8>

Primary reference documents:

- Heat Management Plan Cross River Rail – Rail, Integration and Systems Alliance RIS-UNA-SAH-MPL-00207

Review objectives: to review the effective implementation of control measures to eliminate or minimise the exposure to the risk of working heat.

Through site visits, verify that:

- the procedures for managing the risks of working in heat are known across the sites
- actions arising from previous heat related injury and illness incidents are closed out
- there is evidence of the procedures for managing the risks of working in heat being implemented as intended.



	REQUIREMENT	Comment / finding
1.	Hazard identification and risk assessment	
1.1 <i>Ref: 5.1.1 State 1 Temperature Monitoring</i>	<p>Stage 1. Is weather is monitored via Bureau of Meteorology and communicated at Pre-Start.</p> <p>Q) How and who monitors the BOM</p> <p>Q) How is this documented and communicated</p>	<p>Finding: Conformance</p> <p>Discussion: Three-day weather forecasts are obtained from the BOM and monitored by the Health and Safety Team and communicated across the Unity project sites. This was evidenced by various Daily Pre-start Brief documents emailed by the SHEQ Administrator to the Unity sites.</p> <p>There was evidence of daily whether conditions being communicated and discussed during Pre-start meetings at both Rocklea and RNA sites, as well as displayed in crib/rest areas.</p> <p>Referenced documents/photos: Emails: Pre-start Brief 31 October 2023, 28 December 2023, 30 December 2023 & 23 January 2024. Pre-Start Briefs for 31 October 2023, 28 December 2023, 30 December 2023 & 23 January 2024. Unity Pre-Start Briefing record 29.01.2024 RNA MSID-1915112871-2333 v4 Unity Pre-start Briefing record 29.01.2024 Rocklea MSID-1240854648-412 v5</p>
1.2 <i>Ref: 5.1.2 Stage 2 Thermal Work Limit Monitoring & 6.8 Thermal Work Limit Monitors</i>	<p>Stage 2. Are risk assessments conducted using Wet Bulb Globe Temperature Meter to determine TWL trigger points.</p> <p>Q) Who conducts the WBG test.</p> <p>Q) How are WGB test conducted and recorded.</p> <p>Q) How are users deemed competent</p>	<p>Finding: Conformance</p> <p>Discussion: Assessments are conducted throughout the day between the following times 0630 -0930, 1200-1400 and 1600 using the Kestrel 5400 Heat Stress Tracker by the health and Safety Team and Supervisors.</p> <p>There as evidence of this process occurring by accessing the QR TWL app with records maintained in a excel spreadsheet linked to the app. The Thermal Work Limit Record evidenced various sites and areas where measurements have been recorded detailing temperatures, humidity and TWL scores.</p> <p>Users are trained in the use of the Kestrel 5400 Heat Stress Tracker by the Health and Safety Team in accordance with the OEM manual, however users do not undertake a competency assessment to ensure correct use.</p> <p>Referenced documents/photos: Thermal Work Limit Record Spreadsheet</p>



<p>1.3</p> <p><i>Ref: 5.1.3 Stage 3 Physiological Monitoring</i></p>	<p>Stage 3 Where required is Physiological monitoring performed in cases of high heat stress risk.</p> <p>Q) Who conducts the stage 3 monitoring and when.</p> <p>Q) How is stage 3 monitoring conducted.</p>	<p>Finding: Not Applicable</p> <p>Discussion: Not currently applied.</p> <p>Referenced documents/photos: Nil</p>
<p>2.</p>	<p>Controls</p>	
<p>2.1</p> <p><i>Ref: 6 Heat Stress Management</i></p>	<p>Work is planned with consideration of apparent heat temperatures when there is increased thermal risk.</p> <p>Q) What is considered when planning work. i.e.: Reducing workload in the hottest parts of the day schedule activities with highest physical demands during the cooler parts of the day, shade water, sunscreen etc.</p> <p>Q) How are high risk work groups identified.</p> <p>Q) How is self-paced work encouraged and managed.</p>	<p>Finding: Conformance</p> <p>Discussion: Work is planned by the Engineers in MS Project and Primavera P6 enterprise project portfolio management software over a 4-week programme, with consideration for large labour-intensive work, such as concrete pours and steel fixing etc. scheduled for night shifts. Other works are planned to avoid hotter parts of the day; however, it was reported by an Engineer that this can be complicated by QR timeframes for shutdowns of rail corridor areas, resulting in work being rescheduled or delayed. Schedules and planning of activities to avoid hotter parts of the day during summer months were not able to be verified, as records were not available.</p> <p>There was evidence of workers applying work rest cycles and taking breaks both outside and in an air-conditioned break room at RNA. Air-conditioned rooms were available close to where work was being conducted at Rocklea and RNA. Mayne air-conditioned crib/rest rooms were located at the main offices approximately 300 metres away from where the work was being conducted. However, shade cloths were provided and sighted at all visited sites. There was also evidence of sunscreen being made available at all sites in the Pre- start and crib areas.</p> <p>At all sites large mobile fans were in operation to circulate air and it was evident that water was supplied via plumbed fresh drinking water coolers and in multiple large Esky containers close to where the work was being conducted.</p> <p>The RNA site has implemented feedback from the workers at prestart to provide large Eskys of ice to limit the need to return to the main crib areas which is located approximately 300 meters away.</p> <p>High risk work groups are identified during the daily Pre-start where work planned, the hazards and risks are discussed. It was reported that the Steel Fixers workgroup were sent home on Monday 22 January 2024 due to the heat levels.</p> <p>Self-paced work is encouraged via communication at Pre-start through discussing what work is planned for the day. Members of the Health and Safety Team support and contribute to the discussion of how pace of work is being managed. HSR's and safety teams and supervisors monitor pace of work throughout the day.</p>

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CRRDA Heat Management Review – Unity – February 2024



		<p>Reference Documents: Unity Pre-Start Briefing record 29.01.2024 RNA MSID-1915112871-2333 v4. Unity Pre-start Briefing record 29.01.2024 Rocklea MSID-1240854648-412 v5. Photographs</p>
<p>2.2 <i>Ref: 6.1 Acclimatisation</i></p>	<p>Workers returning from extended leave undergo acclimatisation. Q) How does this occur and who facilitates the acclimatisation process.</p>	<p>Finding: Partially Compliant</p> <p>Discussion: It was reported that during the daily Pre-start meeting work group are asked if they have any new to construction workers or returning. This process is reliant on the contractors advising of any new workers. Those workers identified as requiring acclimatisation are directly supervised by their supervisor and the work rest cycles applied. However, no record of this process being applied were available at the time of the review.</p> <p>Referenced documents/photos: No records available</p>
<p>2.4 <i>Ref: 6.2 Fitness for Work</i></p>	<p>Workers comply with Fitness for Work requirement, including alcohol and drugs. Q) How is FFW monitored including AOD screening.</p>	<p>Finding: Conformance</p> <p>Discussion: Breath alcohol tests are conducted by supervisors as an initial screen at the Daily Pre-start, where a positive reading is obtained, the Health and Safety Team perform confirmatory test. Evidence showed that the Daily Pre-start discusses fitness for work during the working in Rail Corridor Briefing section. Silvia tests are preformed initially and where a non-negative result is produced the worker is sent to QML for urine sample and GCMS conformation.</p> <p>Referenced documents/photos: No records available</p>
<p>2.5 <i>Ref: 6.3 PPE</i></p>	<p>Workers are supplied and wear loose-fitting long-sleeved shirts, hard hat</p>	<p>Finding: Conformance</p> <p>Discussion: Workers were sighted wearing the correct PPE at Rocklea, RNA and Mayne sites.</p>

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	brims, UVA/UVB Protective safety glasses. Workers have access to shaded areas, drinking water and sunscreen during periods of increased thermal risk.	Sunscreen and gazebo shade canopies were evident at all three sites visited and multiple water stations. Referenced documents/photos: Photographs
2.6 <i>Ref: 6.4 Drinking water</i>	Clean drinking water is supplied to workers at all times. Q) Where is the water positioned, how is it supplied and how is it cooled. Q) Is it close to where strenuous work is performed and separate from toilets and wash areas.	Finding: Conformance Discussion: It was very evident that clean drinking water was readily available at all sites visited, supplied with a mixture of plumbed fresh drinking water coolers and Esky style water coolers located and accessible at various location in the work areas. Workers are able to fill their personal drinking bottles at these locations. Ice dispensing machines were also available at all sites, with the RNA site keeping Esky style containers close to where the work is being performed due to the distance from the crib room. Referenced documents/photos: Photographs
2.7 <i>Ref: 6.5 Job rotation and rest breaks</i>	Pace of work is managed through regular task rotation or slowed. Between 11:00 and 14:00 alternative tasks or work in shade is scheduled where reasonably practicable. Q) How is task rotation managed and who is responsible.	Finding: Conformance Discussion: Daily tasks are communicated and discussed at the daily Pre-start meeting to determine where task rotation or slowed pace is required. Although the pre-start template does not have provision to record where this is discussed and therefore could not be verified, there was evidence of workers applying a work rest cycle and at RNA. Tasks rotation is managed by the supervisors. Referenced documents/photos: Nil
2.8 <i>Ref: 6.6 Rest areas</i>	Cool well-ventilated rest areas are provided that provide protection from the direct sun and are a reasonable distance from the work area. Q) Where are rest areas located and how are workers made aware of their location.	Finding: Conformance Discussion: Rocklea, RNA and Dutton Road Main sites all provided air-conditioned crib room and rest area with close walking distance to the work area. Other undercover areas ventilated with fans were also sighted at all three areas.



		Referenced documents/photos: Photographs
3.	Training	
3.1 <i>Ref: 6.7 Awareness</i>	All workers are aware of the signs and symptoms of heat related illness during induction and prior to summer. Urine self-testing posters are located in restrooms. Q) How are workers made aware of heat related illness and management	<p>Finding: Partially Compliant</p> <p>Discussion: The 5-hour face to face project induction now includes slides relating to heat related illness which were added week ending 28 January 2024. Slide 72, 73 and 74 of the induction PowerPoint provides information on heat awareness, contributing factors, prevention and treatment. The induction also includes details relating to the Heat Management Plan thermal work limit monitoring. The induction is delivered by the Health and Safety Team.</p> <p>Prior to inclusion in the project induction, the same material was communicated at a local level during toolbox meeting in the lead up to and throughout summer.</p> <p>The Heat Management training package is provided to supervisors who deliver to workers during the toolbox meetings, which are generally conducted on a Wednesday.</p> <p>There was evidence of heat management awareness information in the form of poster displayed throughout all office spaces, Pre-start and crib area at all sites. The Pre-start area at RNA is utilising a digital screen to communicate heat management awareness on a rolling display of information.</p> <p>Throughout the review Urine self-testing posters were displayed in all site toilets as well as in Pre-start and crib rooms at all sites visited.</p> <p>Referenced documents/photos: CRR RIS Project Induction PowerPoint 13.10.2021 fatigue toolbox discussing fatigue. 3.2.2023 Heat toolbox 25.10.2022 heat 13.12.2023 Heat Awareness toolbox Photographs - Posters</p>
4.	Emergency Response and First Aid	
4.1	The project emergency response plan details all potential emergency situations relating to extreme	Finding: Conformance



<p><i>Ref: 6.9 Emergency Planning</i></p>	<p>temperatures and is kept with the work pack. Q) Where is the ERP located. Q) Does the ERP detail all potential emergency situations and methods of response. Q) Are workers trained in the plan Evidence: Copy of ERP, training records and photos</p>	<p>Discussion: A project wide emergency response plan exists which establishes an Emergency Control Organisation with each site allocated area wardens. The plan considers various emergencies including medical emergency and details the response. The Emergency Response Plan is currently kept on the K drive. First aiders are trained in the emergency response relating to medicals. There was evidence of site first aid trained personnel displayed in the rest areas and offices and notice boards at all sites visited. Training records demonstrating workers have been trained in the plan were not available at the time of the review. Referenced documents/photos: Emergency Response plan</p>
<p>5.</p>	<p>Heat Related Incidents</p>	
<p>5.1 <i>Ref: Heat Related Incidents</i></p>	<p>All incidents relating heat injury or illness have been investigated and closed out.</p>	<p>Finding: Not Applicable Discussion: First aid incidents do not undergo any corrective actions. Referenced documents/photos: Not Applicable</p>
<p>6.</p>	<p>Regulatory Notices</p>	
<p>6.1 <i>Ref: Notice No. 12081569 Improvement Notice</i></p>	<p>Comply with Work Health and Safety Act 2011 - section 19(3)(F) before 26 January 2024. Without limiting subsections 19 (1) and 19 (2), a person conducting a business or undertaking must ensure, so far as is reasonably practicable the provision of any information, training, instruction or supervision that is necessary to protect all persons from risks to their health and safety arising</p>	<p>Finding: Not Applicable Discussion: Currently the regulatory notice is being challenged with the Regulator. Referenced documents/photos: Not Applicable</p>

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	<p>from work carried out as part of the conduct of the business or undertaking;</p> <p>Q) Has the improvement notice been closed out.</p> <p>Q) Close out action plan</p> <p>Evidence: Improvement Notice closed record. Action Plan</p>	
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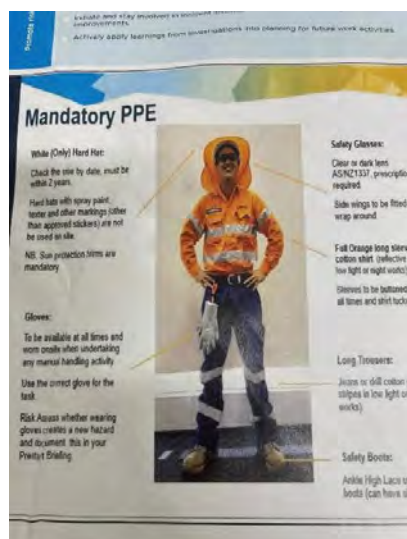
Photographic Evidence:



Ref: 6 Heat Stress Management



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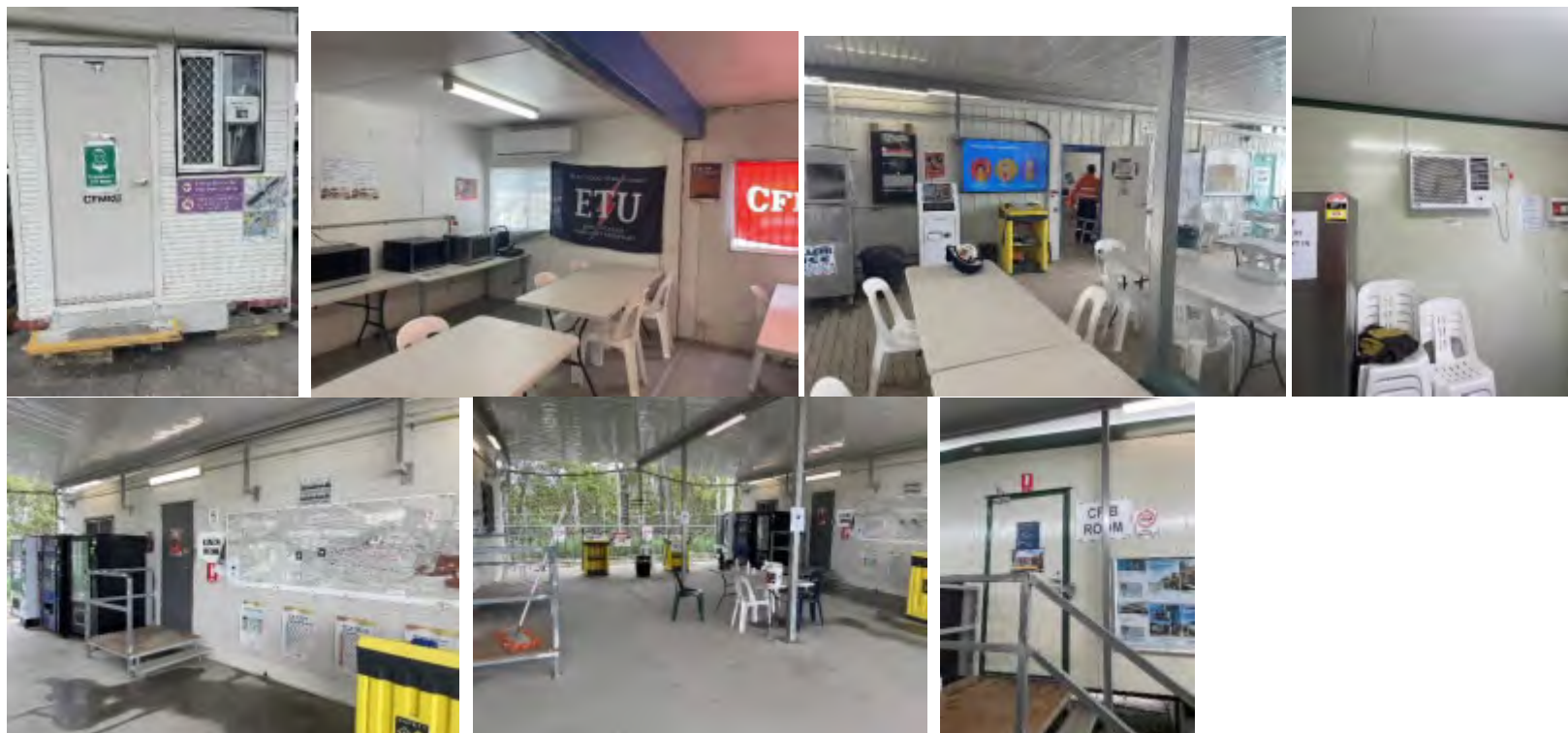
Ref: 6.3 PPE

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Ref: 6.4 Cool Drinking water

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Ref: 6.6 Rest areas

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Ref: 6.7 Awareness

Themes:
Included in Cross River Rail Delivery Authority Heat Management Review - January 2024 Re



Appendix C – Literature Review

A recent Australian study by Taggart, S. et al., (2024) titled Symptoms of heat illness and water consumption habits in mine industryworkers over the summer months in Australia, published in the journal Industrial Health found most workers aren't drinking enough water and experience heat illness symptoms that can quickly become severe.

Researchers from the University of Western Australia's School of Human Sciences found workers can benefit from a better understanding of the consequences of dehydration and from strategies to help them acclimatise to working in heat.

The study also found most participating workers consumed either two to four litres, or one to two litres, of water during each 11 or 12-hour shift, equating to just 200 to 400 millilitres per hour.

The researchers say this is less than the recommended level and inadequate for their duties, given exposure to indoor and outdoor hot environments can cause dehydration, affect cognitive performance, and cause core body temperatures to rise.

The worker responses show the most common barriers to drinking more water are forgetting to drink, not feeling dehydrated, a lack of time and notfeeling thirsty.

The researchers say it is evident workers can benefit from training on strategies to increase water intake and the negative consequences of dehydration.

The research recommended providing workers with recommended water intake guidelines, especially for those engaged in physically demanding work during their shifts in the heat, would be beneficial. They also recommend employers provide workers with methods to self-check their hydration status.

https://www.istage.jst.go.jp/article/indhealth/advpub/0/advpub_2023-0139/article-char/en

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Cross River Rail Delivery Authority

Heat Management Review

Report: CBGU-JV - TSD

Prepared by
DWF Risk (Australia)

February 2024



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Cross River Rail: Heat Management Review - CBGU

Date: 23 February 2024

Prepared for: Greg Ward, Director – Safety. Program Delivery. Cross River Rail Delivery Authority

Prepared by: James Mayhew for DWF Risk

Executive Summary

The review was commissioned to determine if the risks of working in hot conditions were being effectively managed on the CBGU's Tunnels, Stations and Development ("TSD") sites (precincts) on the Cross River Rail project

The review utilised Safe Work Australia's ("SWA") Guide for 'Managing the risks of Working in Heat', as well as CBGU's internal procedures and processes. A sample of sites were verified to understand the extent and adequacy of the implementation of working in heat management practices.

This report presents the results, key findings, and identifies recommendations for the improvement of managing the risk of working in heat.

The review identified that CBGU's Heat Management Plan ("HMP") (titled '*Working in Extreme Temperatures - Knowledge Document*') documented the controls required to manage working in heat, and there was significant evidence of those controls (as well other best practice controls e.g. hydration testing) being implemented at an operational level.

The workers who were visited during the field verification stage of the review demonstrated risk-based decision making being utilised (although not always documented) to control the risks associated with working in heat, particularly when planning the work and during the development of safe systems of work.

In order to better manage the risks of working in heat, individual factors and acclimatisation processes could be improved. More detailed training in heat management could also be delivered to the wider workforce.

It was noted that a proactive approach to monitoring hydration was being trialled as an initiative at Roma St and was producing promising results. This may be beneficial across the broader project.

A number of improvement opportunities are identified in the recommendations section of the report, although broadly there was extensive evidence of the risks of working in heat being managed with controls being adequately implemented.

Reviewer's Note

We would like to acknowledge and thank the participants of the review, who made the process as productive as possible. The involvement from project team WHS Managers was excellent, and teams were helpful and forthcoming with time and input. Involvement and support from Mark Taylor CBGU-JV and Touly Harkotsikas CBGU-JV Health and Safety Managers who attended their respective site visits, was much appreciated.



1.0 Scope and Objectives

1.1 Scope

Independent review of heat management, including two distinct areas of scope:

- A. Review the HMP to determine its adequacy.
- B. Assess the implementation of the HMP and review actions taken in accordance with the HMP

1.2 Review Criteria

Review criteria were developed in two parts:

1. Desktop review - derived from SWA's Guide for 'Managing the risks of Working in Heat'; and
2. CBGU's internal procedures and/or HMP.

For further details of the review criteria, refer to **Appendices A - C**.

1.3 Objectives

- Determine the adequacy of CBGU's HMP using guidance material contained in SWA's Guide for 'Managing the risks of Working in Heat'.
- Assess CBGU's implementation of their own HMP and procedures.
- Understand how working in heat is planned and performed, and how heat related risks and controls are identified and implemented.
- To understand differing approaches to managing the risks of working in heat throughout the CRR Project.

2.0 Review

2.1 Review Methodology

The work was undertaken in the following stages:

Stage 1: Discovery & Desktop Review

- Review of CBGU's HMP, and other relevant documents designed to manage the risks associated with heat stress.
- Assessing whether the HMP was adequate to control the risks (based on available recognised current industry practice, e.g. the SWA Guide); and
- Developing review criteria, based on:
 - Key elements of the HMP;
 - Heat - related incident reports and associated actions; and
 - WHS regulator notices issued in relation to the management of Heat Stress
- Developing the review tool.

Stage 2: On Site Verification

- Conducting site visits to assess in-field implementation at:
 - CBGU-JV: Albert Street Precinct: Jump form, Surface area, Tunnel (South) and Basements.
 - CBGU-JV: Roma Street Precinct: Surface areas, Interior Areas, Cavern and Basements.
- Obtaining evidence (including documentation), and evaluating it objectively to determine the extent to which the review criteria were fulfilled.



Stage 3: Reporting

- Collating and analysing findings.
- Preparing a report to convey findings, including areas of compliance, partial compliance, non-compliance, and recommendations against **Scope A** and **Scope B**.

2.2 Reference Documents

- WHSQ's 'Managing the work environment and facilities Code of Practice 2021'.
- SWA's Guide for 'Managing the risks of Working in Heat'.
- A guide to managing heat stress: developed for use in the Australian environment-AIOH.
- Working in Extreme Temperatures MSID-5-166 Version: 6.0-CBGU-JV.
- Tunnelling Ventilation Plan MSID-5-1156 Version: 2.0- CBGU-JV.
- Symptoms of heat illness and water consumption habits in mine industry workers over the summer months in Australia. Sarah Taggart, et al, Australia, Industrial Health, published online January 2024, doi: 10.2486/indhealth.2023-0139.

2.3 Review Schedule

Site	Date	Day	Time
CBGU-JV Albert St Precinct*	31/01/2024	Wednesday	8:00 am – 2.00 pm
CBGU-JV Roma St Precinct*	1/02/2024	Thursday	8:00 am – 2.00 pm

* Precinct visits included cavern and station work areas.

The following agenda was followed at each site:

- An opening meeting with key stakeholders (including the WHS Manager), who provided an overview of the site including current activities, type of plant on site, number of workers etc.
- Reviewing documentation relative to the review criteria.
- Site walk and physical inspections of work areas relevant to the review criteria.
- Reviewing relevant records and documents as required.
- Reviewing applicable WHS system documents.



3.0 Findings

Confidence level: A 'level of confidence' of about 80% was applied in making these findings. The reviewer's confidence was influenced by the available evidence, site observations and the response to questions asked, including the level of understanding of how heat related risks on the site were managed.

Note: The field verification findings against CBGU's own procedures/plans was dependent on:

- responses and information provided during interviews;
- sampling of sites; and
- information made available at the time of the review.

3.1 Desktop Review of HMP against SWA Guidance Material

CBGU-JV 'Working in Extreme Temperatures Knowledge Document': Overall review finding = **Adequate**.

CBGU-JV's HMP is referred to as a "Knowledge Document" that provides details on the controls available in line with the hierarchy of controls and applying "above the line" risk management principles. The Knowledge Document aims to achieve elimination of heat related risks at the design phase, and details how heat related risks are eliminated or minimised so far as is reasonably practicable ("**SFAIRP**").

Key elements of the Knowledge Document:

- The document is aimed at Engineers, Supervisors, Health and Safety Teams and sub-contractors.
- The 'Application of The Knowledge' section outlines and provides 'Do's and Don'ts', along with 'Key Principles'.
- The Hierarchy of Controls format is followed, and within each section applicable controls and recommendations to consider are listed (as outlined in the SWA guidance material), although it does not detail when and how controls must be implemented, or how controls are monitored for effectiveness.
- The requirements section and 5.3 of the document details acclimatisation considerations for workers, although there is no formal process for identifying workers who require acclimatisation.
- The document details ventilation requirements within section 4.2, and additionally the Tunnelling Ventilation Plan goes into great depth and detail regarding ventilation.
- Consultation is discussed within the 'notes' section of the document, and training requirements specifically relating to heat management are outlined.

In summary, the Knowledge Document features the key considerations of SWA's guidance material and as such addresses the recommended controls for working in heat. There are some opportunities for minor improvements as outlined in the recommendations below (section 4.0 of this report).

3.2 Field Verification of Implementation of HMP

Please note: Albert Street was subject to Industrial Relations challenges at the time of visit, which limited capacity to access and obtain evidence.

Although the Knowledge Document does not specify monitoring Bureau of Meteorology weather forecasts and thermal work limit monitoring, there was evidence of this occurring regularly at pre-start meetings and adjustments to pace of work being implemented accordingly. It was reported that thermal work limit monitoring was limited to underground works as part of the tunnelling ventilation requirements.

Limiting the scheduling of labour intensive work (e.g. concrete pours or steel fixing works) to cooler parts of the day was reported as occurring, although this was not documented in the planning phase.

Throughout the site visits there was evidence of implementation of higher order controls, such as:

- Using mechanical aids for manual handling;
- Mechanical ventilation, industrial fans, and air conditioning units in underground areas;
- Mist fans and shade provided where work was occurring above ground.



All areas were also providing readily available cool drinking water located close to where the work was being performed.

Although acclimatisation is referenced within the Knowledge Document, there was minimal evidence available during the site visits to support that this was occurring. This is an area that could be improved on in order to better manage new or at-risk workers who are not used to working in heat. Improved education surrounding hydration could also be delivered.

Whilst not detailed in the Knowledge Document, Roma Street Precinct was trialling a voluntary hydration testing process using the MX3 Hydrations system to determine hydration levels prior to and during work, as an early intervention and preventive dehydration control. It was observed that this approach was being well received and an adequate way of detecting early indicators of dehydration.

In summary, the CBGU-JV sites visited were found to have adequate heat management controls implemented. Work / rest cycles were evident. Supervisors also appeared to have a good understanding of the need to manage the heat related risks, and the controls available (including engineering controls).

Section 5.1 of the Knowledge Document requires the development of SWMS for working in extreme temperatures. The SWMS provided for review had not been developed with consideration to working in heat, and as such relevant controls were not documented.

The following requirements were found to be not compliant at the CBGU-JV sites listed below:

#	Criteria / requirement	Site/s	Review finding
2.1 <i>Ref: 2 Substitution</i>	When risks of working in extreme temperatures cannot be eliminated, substitution is considered.	<ul style="list-style-type: none"> • CBGU-JV Roma St • CBGU-JV Albert St 	Partially Compliant
2.3 <i>Ref: 2.2 Shift Rotation</i>	Labour intensive activities are planned for early or late in the day to minimise heat exposure and avoid peak temperatures.	<ul style="list-style-type: none"> • CBGU-JV Roma St • CBGU-JV Albert St 	Partially Compliant
2.4 <i>Ref: 3 Isolation</i>	When working in extreme temperatures cannot be substituted, then isolation controls must be considered to manage the risk.	CBGU-JV Roma St	Partially Compliant
2.10 <i>Ref:4.4 Installing Shade Cloths</i>	Shade cloth is used reduce the severity of radiant heat from the sun to provide protection during outdoor work or shelter during rest breaks.	CBGU-JV Roma St	Partially Compliant
2.11 <i>Ref: 5 Administration 5.1 SWMS</i>	When the risk to workers working in extreme temperatures cannot be engineered out then administration controls must be considered to manage the risk.	CBGU-JV Roma St	Not Compliant
		CBGU-JV Albert St	Partially Compliant

#	Criteria / requirement	Site/s	Review finding
2.14 <i>Ref: Job Rotation and Rest breaks</i>	Workers adjusting to the work environment undergo acclimatisation. Pace of work is managed through regular task rotation or slowed. Between 11:00 and 14:00 alternative tasks or work in shade is scheduled where reasonably practicable.	<ul style="list-style-type: none"> • CBGU-JV Roma St • CBGU-JV Albert St 	Partially Compliant
2.16 <i>Ref: 5.5 Workplace and Worker Monitoring</i>	The environmental conditions and physical wellbeing of workers are regularly monitored when work involves prolonged or repeated exposure to heat.	<ul style="list-style-type: none"> • CBGU-JV Roma St • CBGU-JV Albert St 	Partially Compliant
3.1 <i>Ref 5.6 Training and Induction Awareness</i>	Workers are trained to recognise the early symptoms of heat related illness, understand what controls are available to them, the emergency procedures for responding to extreme weather emergencies, and the need to report incidents to supervisors immediately.	<ul style="list-style-type: none"> • CBGU-JV Roma St • CBGU-JV Albert St 	Partially Compliant

3.3 Actions from Previous Heat Related Injury and Illness Incidents

9 heat related incidents were recorded between 10 January 2024 and 22 January 2024, on the following CBGU sites:

- CBGU – Albert Street: 3 incidents
- CBGU – Southern Area: 2 incidents
- CBGU – Boggo Road: 2 incidents
- CBGU – Gabba: 1 incident
- CBGU – Roma Street: 1 incident

In 7 of the 9 incidents, the affected worker was transported to hospital, and was later released and returned to work without missing a shift.

All incidents were classified as "first aid injury", with the exception of one non-work related event. As per the contractors' incident management procedure, first aid incidents are not formally investigated, and accordingly there were no actions issued in response to these incidents.

4.0 Recommendations

1.	Review risk management and HIRAC documents to clearly identify the hazard of working in heat and capture risk-based decision making regarding the management of heat risks, e.g. working planning and prestart minutes etc.
2.	Establish a documented process for identifying workers who require acclimatisation and monitoring for working in hot conditions.
3.	Review heat management training material to include more information on the following: <ul style="list-style-type: none"> • Understanding the risk factors of working in the heat e.g.: <ul style="list-style-type: none"> ○ Individual risk factors; and ○ Hydration, how much fluid should be drunk, and what fluids to drink. • Applying risk controls at the worksite. • Applying risk controls as a Supervisor and Worker.
4.	Consider implementing a program of voluntary oral hydration testing with MX3 (or similar system) prior to commencing, and during work, to proactively educate and manage individual risk factors of dehydration.

End of report

5.0 Contact



Darren Sharry
National Manager
DWF Risk (Australia)

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James Mayhew
Consultant
for DWF Risk (Australia)

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6.0 List of Appendices

Please refer to separate Appendices attachment for copy of each appendix.

Appendix A – Review Tool - CBGU-JV Heat Management Plan

Appendix B – Review Tool - CBGU-JV Heat Management - Albert Street Field Verification

Appendix C – Review Tool - CBGU-JV Heat Management - Roma Street Field Verification

Appendix D – Literature Review



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Appendix A – Review Tool - CBGU-JV Heat Management Plan

Heat Management Plan Review Tool V1: CBGU-JV

Independent Safety Effectiveness Review to determine adequacy of plans for managing the risks of working in heat across all active sites:

Site	CBGU	Date / time	02 February 2024
Activities on site	Construction		

Primary reference documents:

- Work Health and Safety Act 2011
- Work Health and Safety Regulations 2011
- SWA Managing the risks of working in heat guidance material
- Managing the work environment and facilities Code of Practice 2021 (Qld)

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Review objectives: To determine if the plans are adequate to control the risks, based on contemporary industry practice and Safe Work Australia and WHSQ documented requirements.

	REQUIREMENT	Comment / finding
1.	Hazard identification, risk assessment and control	
1.1	The procedure or plan outlines hazard identification, risk assessment and control (HIRAC) methodology for working in heat.	<p>Discussion:</p> <p>The Working in Extreme Temperatures knowledge document (the document) is set out in the format of the Hierarchy of Controls and details the hazard identification, some risk management and control methodology applicable to working in heat. The document also sets out the provisions of Safety in Design (SID) workshops to be conducted where the business holds obligations as a designer or can influence the design and or/ the pre-construction review of a design or a 'Constructability Workshop' where this is not possible.</p> <p>The risk management methodology could be expanded upon.</p>



		<p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
1.2	The procedure or plan considers WHS Regulations (regs 40 e and f) and is clearly defined in relation to working in heat.	<p>Discussion: The document details ventilation requirements within section 4.2. Additionally, CPB Contractors have implemented a Tunnelling Ventilation Plan that goes into great depth and detail regarding ventilation. Within the document, '40 e & f' of the Work Health and Safety Regulations 2011 is detailed throughout various sections of the document.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022. CPB Contractors - Tunnelling Ventilation Plan MSID-5-1156 version 2.0 09/08/2021.</p> <p>Discussion: Within the 'notes' section of the document briefly discusses consultation; however, this does not address the guidance. The document does not detail how consultation and communication methods are to be established and implemented to ensure effective stakeholder engagement when planning or working in extreme temperatures.</p>
1.3	The procedure or plan details how relevant workers and stakeholders are consulted on and participate in HIRAC processes.	<p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: The document details in various sections how heat related risks are eliminated or minimised SFAIRP, particularly sections: Requirements, Application of the Knowledge, Dos and Don'ts and Key Principles.</p>
1.4	The procedure or plan details how heat related risks are eliminated or otherwise minimised so far as is reasonably practicable (SFAIRP)	<p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: The document is set out in the format of the Hierarchy of Controls and within each section has applicable controls and or recommendations to consider for working in heat. The document does not consider how controls are monitored for effectiveness.</p>
1.5	The procedure or plan details heat related control measures that are developed in accordance with the hierarchy of controls and maintained monitored for continued effectiveness.	<p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>



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<p>1.6</p>	<p>The procedure or plan details when control measures are reviewed: When there is indication that the control measure does not control risks SFAIRP. Before a change at the workplace that is likely to give rise to a new or different risk. When a new relevant hazard or risk is identified. When consultation indicate that a review is necessary. When requested by an HSR.</p>	<p>Discussion: The document does not detail SFAIRP guidance, change management, although it does briefly discuss consultation with workers and HSR's. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
<p>2.</p>	<p>Assessment</p>	
<p>2.1</p>	<p>The procedure or plan details acclimatisation as individual factor to be considered.</p>	<p>Discussion: The requirements section and 5.3 of the document details acclimatisation consideration for workers, although there is no formal process for identifying workers who require acclimatisation. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
<p>3.</p>	<p>The work The procedure or plan considers:</p>	
<p>3.1</p>	<p>Where is the work being done</p>	<p>Discussion: The guidance is detailed within the Requirements section of the document. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
<p>3.2</p>	<p>How physically demanding the work is and how long will the worker be doing physically demanding work.</p>	<p>Discussion: The document addresses the guidance in Sections 2.2 Shift rotations and 5.3 Job Rotations and Rest Breaks. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>

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3.3	How long will the worker be exposed to heat and when and where can they take breaks	<p>Discussion: The plan does not consider how long workers can be exposed to heat. Section 5.4 Provision of Rest Areas details the provision of rest areas for workers.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
3.4	Time of day the work is being done	<p>Discussion: The document details scheduling of work and tasks for cooler parts of the day as per the Requirements section and 5.3 Job Rotation and Rest Breaks.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
3.5	Is the work complex or difficult where heat may affect concentration	<p>Discussion: The document does not set out provisions for if the work is complex or difficult where heat may affect concentration.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
4.	<p>Workers The procedure or plan considers:</p>	
4.1	Fitness for work and personal factors that may make a worker susceptible to heat-related illness, i.e. medical condition, medications, non-medical drugs, including consideration for privacy and discrimination laws.	<p>Discussion: Although 5.3 Job Rotations and Rest Breaks briefly discusses workers adjusting to the work environment, the guidance is not fully detailed within the document.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
4.2	Age factors (aged 25 or less) or older (aged 55 or more).	<p>Discussion: The guidance is not detailed within the document.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
4.3	Returning to work after an absence.	<p>Discussion: The guidance is not detailed within the document.</p> <p>Referenced Documents/Section:</p>

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<p>4.4</p>	<p>Personal protective equipment (PPE) that impairs the evaporation of sweat.</p>	<p>CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022. Discussion: PPE is discussed for the protection of working in extreme temperatures, although there is no consideration to PPE that impairs evaporation of sweat and heat dispersion. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
<p>5.</p>	<p>Work Environment The procedure or plan considers:</p>	
<p>5.1</p>	<p>Air temperature and radiant temperature</p>	<p>Discussion: Sections 4 Engineering, 4.1 Controlling Air Temperature and 4.5 Window Coverings detail the requirements. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
<p>5.2</p>	<p>Air movement or wind (poorly ventilated spaces)</p>	<p>Discussion: The document sets out the requirements within section 4.2 Work Area Ventilation. Tunnelling Ventilation Plan that goes into great depth and detail regarding ventilation Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022. CPB Contractors - Tunnelling Ventilation Plan MSID-5-1156 version 2.0 09/08/2021.</p>
<p>5.3</p>	<p>Humidity</p>	<p>Discussion: The document provides details in relation to humidity within the context and scope section and Do's and Don'ts. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
<p>5.4</p>	<p>Heatwave conditions</p>	<p>Discussion: The document does not discuss heatwave conditions. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>

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5.5	Air-conditioned break rooms	<p>Discussion: The document includes the provision of air conditioners within section 4.1 Controlling Air Temperature, although the document doesn't specifically allow for air-conditioned break rooms. Within section 5.4 Provision of Rest Areas discusses 'a cool, well-ventilated area where workers can take breaks'.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
5.6	Access to cool drinking water	<p>Discussion: The provision of access to cool drinking water is detailed within Requirements, Dos and don'ts, 5.2 Drinking Water.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
5.7	Lone working	<p>Finding: Non-Conformance</p> <p>Discussion: The document does not detail any lone working requirements.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
6.	<p>Controls</p> <p>The work The procedure or plan considers:</p>	
6.1	Scheduling heavy or strenuous work for cooler times of the day or year.	<p>Discussion: The guidance is addressed in the Requirements, Dos and Don'ts, Substitution, and 5.4 Job Rotations and Rest Breaks.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
6.2	Using plant or other equipment to reduce manual labour.	<p>Discussion: The guidance is addressed in 2.1 Mechanical Aids section of the document.</p> <p>Referenced Documents/Section:</p>

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6.3	Organising work to minimise physically demanding tasks	<p>CBGU – Working in Extreme Temperatures MSD-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: The document discusses Safety in Design and planning is a consideration within the risks to be considered and addresses the guidance in Sections 2.2 Shift rotations and 5.3 Job Rotations and Rest Breaks.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSD-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: The document addresses the guidance within section 5.3 Job Rotation and Rest Breaks.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSD-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: The guidance is fulfilled in the Requirements and Personal Protective Equipment of the document.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSD-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: The document does not detail any lone working requirements.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSD-5-166 Version 6.0 28/20/2022.</p> <p>Finding: Conformance</p> <p>Discussion: The document details shift rotation requirements in section 2.2 Shift rotation and 5.3 Job Rotation and Rest Breaks.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSD-5-166 Version 6.0 28/20/2022.</p>
6.4	Modify targets and work rates to make the work easier and reduce physical exertion	
6.5	Modifying uniforms or required dress codes so workers can wear cooler, more breathable clothing.	
6.6	Ensuring workers are not working alone, or if they must work alone, monitor them, and make sure that they can easily call for help.	
6.7	Established work-rest schedules.	
7.	Workers (these could be training questions)	

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	The procedure/plan considers arrangements so that workers:	
7.1	Identify and report hazards associated with heat and heat-related illness	<p>Discussion: The document includes a section on training and awareness and details that workers who work in extreme temperatures should be trained to recognise heat related illness, understanding controls available to them, emergency procedures and reporting of incidents.</p> <p>There is no further context provided to how this is achieved, or a training package referenced.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
7.2	Understand how to prevent heat-related illness	<p>Finding: Non-Conformance</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
7.3	Recognise symptoms and signs of heat-related illness in themselves and others	<p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
7.4	Identify and use appropriate first aid procedures	<p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
7.5	Modify work intensity and take more regular breaks when working in heat	<p>Discussion: Although 5.6 Training and Induction Awareness of the document acknowledges workers should be trained to recognise the early symptoms of heat related illnesses and what controls are available to them, the document does not further expand on the training contents/format.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>



7.6	Drinking sufficient water to stay hydrated and understand indications of dehydration (dark or reduced urine)	<p>Discussion: The document does not assist workers in understanding indications of dehydration.</p> <p>Referenced Documents/Section CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
7.7	Recognise the dangers of diuretic drinks	<p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
7.8	Are aware of individual risk factors	<p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
7.9	Understand acclimatisation	<p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
7.10	Recognise the potential dangers associated with the use of alcohol and/or drugs when working in heat,	<p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: As per 7.1.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
8.	Work Environment The procedure or plan considers:	
8.1	Installing artificial cooling such as air-conditioning.	<p>Discussion: The document details the guidance in the Requirements and 4.1 Controlling Air Temperature.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p> <p>Discussion: The document details the guidance in the Requirements, 3.1 Applying Insulation Controls, 4.1 Controlling Air Temperature, and 4.2 Work Area Ventilation.</p>
8.2	Ensuring the workspace has good air flow. Install fans or generate air movement for example via windows	<p>Discussion: The document details the guidance in the Requirements, 3.1 Applying Insulation Controls, 4.1 Controlling Air Temperature, and 4.2 Work Area Ventilation.</p>



	and vents, particularly in humid conditions.	Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022. CPB Contractors - Tunnelling Ventilation Plan MSID-5-1156 version 2.0 09/08/2021.
8.3	Removing heated air or steam from hot processes using local exhaust ventilation.	Discussion: The guidance is met in sections 4 Engineering, 4.1 Controlling Air Temperature, and 4.2 Work area Ventilation. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022. CPB Contractors - Tunnelling Ventilation Plan MSID-5-1156 version 2.0 09/08/2021.
8.4	Providing air-conditioned, shaded or cool break areas as close as possible to the work site.	Discussion: The document details the provision of air-conditioned, shaded, or cool break areas within the Requirements, 4.1 Controlling Air Temperature, and 5.4 Provision of Rest Areas. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.
8.5	Isolating hot machinery or surfaces by using shields, barriers and guards	Discussion: The document provides consideration for isolation requirements, exclusion zones and restricting access to plant or equipment that produces extreme heat through exclusion and restricted access zones in section 3 Isolation and 3.2 Exclusion and Restricted Access Zones. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.
8.6	Providing shade to reduce radiant heat from the sun.	Discussion: The guidance is addressed in 4.4 Installing shade cloths and 4.5 Window coverings. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.
8.7	Providing accessible cool drinking water or when required, electrolyte solutions.	Discussion: The provision of cool drinking water and electrolyte solutions is detailed in 5.2 Drinking Water and Hydrolyte Food and Drink Product. Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.



8.8	Providing information such as warning signs at the workplace to reinforce training.	<p>Discussion: The document does not address the guidance.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
8.9	Specific PPE requirement and how were they determined	<p>Discussion: How PPE is determined is not detailed, although section 6 Personal Protective Equipment details PPE to be considered.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
9.	Training	
9.1	Does the procedure or plan detail training relating to heat management the extent that is appropriate to their role.	<p>Discussion: The document includes a section on training and awareness, however no further context is provided to ensure workers are trained to the extent that is appropriate to their role.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
9.2	Does the procedure or plan make workers aware of their responsibilities and legal obligations.	<p>Discussion: The document does not detail workers responsibility and legal obligations appropriate to their role.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
9.3	The worker's capability and competency. Apprentices and young workers	<p>Discussion: A worker's capability and competency which may result in them taking longer to perform work is not considered within the document.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
10.	Supervision	
10.1	The procedure or plan considers the level of supervision.	<p>Discussion: The document does not consider the level of supervision required.</p>



11.	Emergency Response and First Aid	<p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
11.1	The procedure or Plan detail arrangements for dealing with heat relate illness	<p>Discussion: The document includes a section on emergency planning and details the arrangements for heat related illnesses. The document also references a project emergency response plan that is required to be in place for all potential emergency situations.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>
11.2	Emergency response plan-confined space or working at height	<p>Discussion: The document includes a section on emergency planning and a requirement to ensure all emergencies are considered as a result of working in extreme temperatures.</p> <p>Referenced Documents/Section: CBGU – Working in Extreme Temperatures MSID-5-166 Version 6.0 28/20/2022.</p>



Appendix B – Review Tool - CBGU-JV Heat Management - Albert Street Field Verification

Field Verification Tool V1: CBGU-JV Heat Management - Albert Street Precinct

Independent Safety Effectiveness Review to determine effective implementation of controls to manage the risks of working in heat.

Site	Albert Street	Date / time	31.01.2024 08:15
Activities on site	Construction		
People	Mark Taylor - Safety and Health Manager Dominic Byrne - Precinct Manager James Maher - Superintendent Lyndon Hinrichsen - Site Manager – Lot 3 Mat Anforth - Senior Supervisor – Lot 1 Dean Strydom – Supervisor – Lot 2 Safety Coordinator, Rebekah Brown – Lot 2		
		subcontractors	Multiple

Primary reference documents:

- Working in Extreme Temperatures MSID-5-166 Version: 6.0
- Tunnelling Ventilation Plan MSID-5-1156 Version: 2.0

Review objectives: To review the effective implementation of control measures to eliminate or minimise the exposure to the risk of working heat.
 Through site visits, verify that:

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- the procedures for managing the risks of working in heat are known across the sites;
- actions arising from previous heat related injury and illness incidents are closed out
- there is evidence of the procedures for managing the risks of working in heat being implemented as intended.

	REQUIREMENT	Comment / finding
1.	Hazard identification and risk assessment	
1.1 <i>Ref: 1.1 Safety in Design.</i>	Where applicable, Safety in Design workshops are conducted to identify all activities that involve working in heat.	<p>Finding: Not in scope</p> <p>Discussion: Not applicable</p> <p>Referenced documents/photos: Not Applicable</p>
1.2 <i>Ref: 1.2 Constructability Workshop</i>	<p>Where applicable, Constructability workshops are conducted to determine how the risk to a worker's health and safety when working in extreme temperatures can be eliminated during construction.</p> <p>Q) Was the Constructability workshop conducted and if so when.</p> <p>Q) What hazards were considered.</p> <p>Q) Were heat related risks are eliminated or otherwise minimised so far as is reasonably practicable (SFAIRP)</p>	<p>Finding: Not Applicable</p> <p>Discussion: A Principal Project Risk Register dated October 2023 identified exposure to heat as a hazard on the project and details key controls to manage the risk of working in heat.</p> <p>Referenced documents/photos: CRR TSD PPRR v7 24. 11.2023</p>
2.	Controls	

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<p>2.1 <i>Ref: 2 Substitution</i></p>	<p>When risks of working in extreme temperatures cannot be eliminated, substitution is considered.</p> <p>Q) What substitution controls have been identified and implemented</p>	<p>Finding: Partially Compliant</p> <p>Discussion: There was evidence that the Albert St precinct was actively monitoring conditions and communicating via a dedicated WhatsApp Group of forecasted weather conditions and local monitoring of heat and humidity. The group chat records evidenced communication to supervisors to ensure task rotation and alternative work areas, although there was no evidence available to demonstrate planning of tasks earlier or later in the day.</p> <p>Referenced documents/photos: WhatsApp Group screen shots</p>
<p>2.2 <i>Ref: 2.1 Mechanical Aids</i></p>	<p>Mechanical aids have been considered for use by workers to minimise the physical exertion required for manual handling tasks.</p> <p>Q) What mechanical aids are considered.</p>	<p>Finding: Not Applicable</p> <p>Discussion At the time of the review activities requiring manual handling were not being conducted</p> <p>Referenced documents/photos: N/A</p>
<p>2.3 <i>Ref: 2.2 Shift Rotation</i></p>	<p>L-labour intensive activities are planned for early or late in the day to minimise heat exposure and avoid peak temperatures.</p> <p>Q) How are labour intensive activities planned to minimise heat exposure.</p> <p>Q) Where changes in shift occur, how much time is afforded to adjust to sleep patterns</p>	<p>Finding: Partially Compliant</p> <p>Discussion Evidence was not available of the planning of labour-intensive work and as such is not specifically documented nor controls recorded, although the weather conditions are monitored and communicated via the WhatsApp Supervisor Group. The group messaging contains reinforcement of controls to manage heat. It was reported that where controls cannot be implemented for works in direct heat on extreme temperature days, work is stopped, for example roof work or concrete pours.</p> <p>Planning for labour intensive work is coordinated at a local level by the Superintendent directing the work and is adjusted in response to local conditions. Local work area conditions are monitored through determining thermal work limit (TWL) that is performed by the Safety Coordinator using the Kestrel 4500 WBGT Meter. Work activities are then categorised as unrestricted, acclimatisation, buffer or withdrawal zones and controls applied.</p> <p>Changes to shifts were not reported as occurring due to industrial relations matters.</p>



			Referenced documents/photos: Nil
2.4 <i>Ref: 3 Isolation</i>	When working in extreme temperatures cannot be substituted, then isolation controls must be considered to manage the risk. Q) How are isolation controls identified and implemented		Finding: Not applicable Discussion At the time of the site visit and areas visited, heat producing equipment was not evident in areas where work was being conducted. Referenced documents/photos: Not Applicable
2.5 <i>3.1 Applying Insulation Controls</i>	Insulation is installed where possible to minimise the flow of heat into working areas, i.e. walls, roofs pipework and plant. Q) What insulation has been applied and where Evidence: Risk assessment, Photos		Finding: Not applicable Discussion At the time of the site visit and areas visited, there were no areas evident where insulation was required. Referenced documents/photos: Not Applicable
2.6 <i>Ref: 3.2 Exclusion and Restricted Access Zones</i>	Plant or equipment that produces extreme heat, Exclusion and Restricted Access Zones are established to prevent workers and members of the public from accessing the plant and equipment. Q) What Exclusion and Restricted Access Zones are established to prevent access. Q) What signage is displayed to identify these areas		Finding: Not applicable/observation Discussion The broader construction site is restricted access via a locked entry and an electronic keypad to prevent unauthorised persons entering. There was evidence of various exclusion zones throughout the site, although at the time of the site visit and areas visited, there were no areas evident where heat producing equipment required exclusion zones. Referenced documents/photos: Photographs
2.7 <i>Ref:4 Engineering</i>	When workers working in extreme temperatures cannot be isolated from the hazard, then engineering controls		Finding: Conformance Discussion



	<p>must be considered to manage the risk. Q) What engineering controls have been identified and implemented</p>	<p>There was evidence of mechanical ventilation to the tunnel to provide fresh air supply throughout the tunnel system. Multiple industrial fans supported air flow at intervals along the tunnel, as well as local work area fans dissipate heat and move cool air.</p> <p>Referenced documents/Photos: Photographs</p>
<p>2.8 <i>Ref: 4.1 Controlling Air Temperature</i></p>	<p>Air temperature is adequately controlled through the installation and use of air conditioners, fans, and evaporative coolers. Q) Are air conditioners and fans implemented. Q) Where are they installed Q) Is mobile plant fitted with air conditioning</p>	<p>Finding: Conformance</p> <p>Discussion There was evidence of large industrial fans in use throughout the tunnel work areas visited as well as on the surface areas. A portable Gazebo style shade with fans in use were also sighted at surface level providing shade where work was being performed.</p> <p>Buildings, rooms, and crib/rest rooms were all air conditioned.</p> <p>Mobile plant cabins were sighted fitted with air conditioning systems.</p> <p>Referenced documents/photos: Photographs</p>
<p>2.9 <i>Ref: 4.2 Work Area Ventilation</i></p>	<p>Work areas that are enclosed (e.g., within buildings), mechanical exhaust ventilation that comply with AS1668.2. should be considered. Q) What ventilation systems are implemented. Evidence: Photos</p>	<p>Finding: Conformance</p> <p>Discussion There was evidence of mechanical ventilation providing fresh air and regulating atmospheric conditions throughout the tunnel system. Evidence of daily atmospheric monitoring being conducted by the Health and Safety Team was sighted.</p> <p>Referenced documents/Photos: Ventilation Monitoring and Atmospheric Conditions Record</p>



<p>2.10 <i>Ref: 4.4 Installing Shade Cloths</i></p>	<p>Shade cloth is used reduce the severity of radiant heat from the sun to provide protection during outdoor work or shelter during rest breaks. Q) What areas have shade cloth installed. Q) What task is shade cloth identified as a control and installed. Evidence: Risk Assessment SWMS, Photos</p>	<p>Finding: Conformance Discussion A portable Gazebo style shade with fans was sighted at surface level providing shade where work was being performed. Shade was also evident on the surface level at the areas visited with undercover walkways and rest areas. Referenced documents/photos: Photographs</p>
<p>2.11 <i>Ref: 5 Administration 5.1 SWMS</i></p>	<p>When the risk to workers working in extreme temperatures cannot be engineered out then administration controls must be considered to manage the risk. Q) Have SWMS been developed for task that involve working in extreme temperatures.</p>	<p>Finding: Partially Compliant Discussion Although not required as per sections 291 and 299 WHS Regulation 2011, section 5.1 of the CBGU Working in Extreme Temperatures document requires the development of SWMS for working in extremes temperatures. Contractor's SWMS' were reviewed evidenced that they had been developed with consideration to working outdoors, with heat stress specifically identified and controls documented. CBGU-JV SWMS did not evidence consideration of working in heat. Referenced documents/Photos: Rocktown Albert St Station Lot 3 - FRP Works Safe Work Method Statement Coastal Steelfixing CBGUJV Cross River Rail – Albert Street Station: LOT 1 & Yard</p>
<p>2.12 <i>Ref: 5.2 Cool Drinking Water</i></p>	<p>Clean drinking water is supplied to workers at all times. Q) Where is the water positioned, how is it supplied and how is it cooled. Q) Is it close to where strenuous work is performed and separate from toilets and wash areas</p>	<p>Finding: Conformance Discussion There was evidence of cool clean drinking water supplies throughout the tunnel and surface work areas as well as rest areas. Water was supplied by a combination of water coolers and plumbed water fountains with paper cups provided at regular intervals close to where work was being performed as well as in crib rooms and rest areas.</p>



	Evidence: Photos	Referenced documents/Photos: Photographs
2.13 <i>Ref: 5.7 Hydration Food and Drink</i>	Hydration food and drink products (e.g., gels, ice blocks, mixers, etc.) are provided to workers to help replace water and electrolytes lost during labour-intensive work. Q) How is this made available to workers and where are they located. Q) How is this communicated to workers	Finding: Conformance Discussion It was reported that ice blocks and other hydration products were made available to workers and locked in a freezer. These products were controlled and administered by the onsite HSR's. Referenced documents/Photos: Nil
2.14 <i>Ref: Job Rotation and Rest breaks</i>	Workers adjusting to the work environment undergo acclimatisation. Q) How does this occur and who facilitates the acclimatisation process. Pace of work is managed through regular task rotation or slowed. Between 11:00 and 14:00 alternative tasks or work in shade is scheduled where reasonably practicable. Q) How is task rotation managed and who is responsible.	Finding: Partially Compliant Discussion A formal process for identifying and managing acclimatisation of workers was not evident. Where workers are identified as requiring acclimatisation, this is managed locally through direct supervision, task rotation and slowed pace of work. Labour intensive work is planned for early parts of the day, although there was no evidence of this being documented as a specific control to manage heat in planning documentation. Work activities and pace of work is adjusted according to the TWL monitoring which is performed by the Health and Safety Team and then communicated to the Supervisors. The WhatsApp Supervisor Group communicates the conditions and reinforces pace of work controls which is monitored by the Health and Safety Team during walk throughs.
2.15	Cool well-ventilated rest areas are provided that provide protection from the direct sun and are a reasonable distance from the work area.	Referenced documents/Photos: Nil Finding: Conformance Discussion



<p>Ref: 5.4 Provision of Rest Areas</p>	<p>Q) Where are rest areas located and how are workers made aware of their location.</p>	<p>There was evidence of arrangements for rest areas with the provision of rest/crib rooms at surface level that were all air conditioned were clearly signed. Covered outdoor rest areas with fans fitted were also sighted.</p> <p>Referenced documents/Photos: Nil</p>
<p>2.16 Ref: 5.5 Workplace and Worker Monitoring</p>	<p>The environmental conditions and physical wellbeing of workers are regularly monitored when work involves prolonged or repeated exposure to heat. Q) How is the exposure control plan implemented and who is responsible for maintaining it.</p>	<p>Finding: Partially Compliant</p> <p>Discussion Thermal Work Limit monitoring is being conducted by the Health and Safety Team and adjustments to work implemented within the tunnel environment, although this does not occur in surface areas. The Safety Coordinator uses the Kestrel 4500 WBGT Meter to obtain reading at various intervals throughout the day and around work activities such as concrete pour in the Cavern.</p> <p>Referenced documents/Photos: Ventilation Monitoring and Atmospheric Conditions Record</p>
<p>2.17 Ref: 6 PPE</p>	<p>Workers are supplied and wear loose-fitting long-sleeved shirts, hard hat brims, UV/UVB Protective safety glasses. Evidence: Project requirements doc and photos etc.</p>	<p>Finding: Conformance</p> <p>Discussion There was evidence of workers wearing PPE in accordance with the site requirements.</p> <p>The project induction details the minimum PPE requirements.</p> <p>Referenced documents/Photos: Cross River Rail Tunnels and stations Project Induction PowerPoint Construction Area Induction Albert Precinct Induction</p>
<p>3. 3.1</p>	<p>Training Workers are trained to recognise the early symptoms of heat related illness, understand what controls are available to them, the emergency procedures for responding to extreme</p>	<p>Finding: Partially Compliant</p> <p>Discussion</p>



<p><i>Ref 5.6 Training and Induction Awareness</i></p>	<p>weather emergencies, and the need to report incidents to supervisors immediately. Q) How are workers made aware of heat related illness and management/controls and reporting requirements.</p>	<p>The Cross River Rail Tunnel and Stations Project Induction contains information on slides 13 PPE, slide 22-32 FWW, slides 44 working in extreme temperatures – heat, and contains a video from current affair titled The Melting Man. The video highlights the dangers of working in heat in Qld construction. It was reported heat related material had recently been added into the induction. Although the induction provides an overview of the risk of working in heat, it is brief in nature in terms of controls and does not cover early symptoms of heat illness, nor hydration requirements in detail. There was no evidence of Toolbox topics relating to heat being delivered at the time of the review. It was evident that working in heat, signs of heat illness and controls were being communicated at daily Pre-start meetings through daily communications. Referenced documents/Photos: Cross River Rail Tunnels and stations Project Induction PowerPoint Construction Area Induction Albert Precinct induction 11-12-2023 Daily Communication Pre-Start Record 12-12-2023 Daily Communication Pre-Start Record 15-01-2024 Daily Communication Pre-Start Record 16-01-2024 Daily Communication Pre-Start Record</p>
<p>4. 4.1 <i>Ref. 7 Emergency Planning</i></p>	<p>Emergency Response and First Aid The project emergency response plan details all potential emergency situations relating to extreme temperatures and is kept with the work pack. Q) Where is the ERP located. Q) Does the ERP detail all potential emergency situations and methods of response. Q) Are workers trained in the plan</p>	<p>Finding: Conformance Discussion Arrangements for emergency response are detailed in the Albert Street Precinct Emergency Response and Incident Management Manual v14 and include emergency response details for heat stress in appendix page 57. The ERP is located and kept on the K-drive. Referenced documents/Photos:</p>

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	Evidence: Copy of ERP, training records and photos	Emergency Response and Incident Management Manual Albert Street Lot 1 and Lot 3 CRRTSD-SH-MAN-CBGU-000002
5.	Heat Related Incidents	
5.1 Ref: Heat Related Incidents	All incidents relating heat injury or illness have been investigated and closed out.	<p>Finding: Not Applicable</p> <p>Discussion First aid incidents are not subject to corrective actions.</p> <p>Referenced documents/Photos: Not Applicable</p>

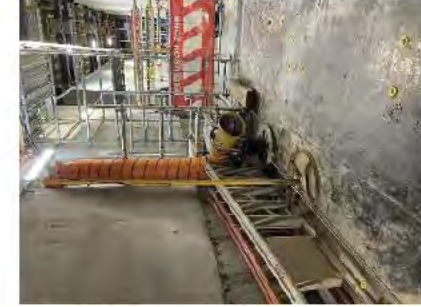
Photographic Evidence:



Ref: 3.2 Exclusion and Restricted Access Zones



Ref: 4 Engineering



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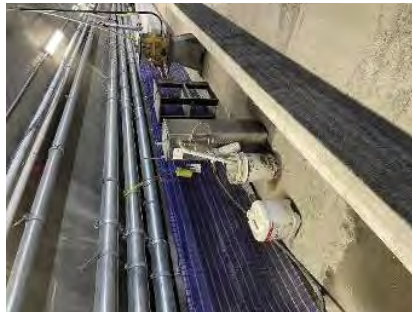
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Ref: 4.4 Installing Shade Cloths



Ref: 5.2 Cool drinking Water readily available throughout the site.





Appendix C – Review Tool - CBGU-JV Heat Management - Roma Street Field Verification

Field Verification Tool V1: CBGU-JV Heat Management - Roma Street Precinct

Independent Safety Effectiveness Review to determine effective implementation of controls to manage the risks of working in heat.

Site	Roma St	Date / time	1.02.2024 08:00
Activities on site	Construction		
People	Touly Hartotsikas – Health & Safety Manager Phil Malany - Project Manager Paul Head – Senior Health & Safety Advisor Steve – Precinct Manager Dylan Quinn – Health & Safety Advisor Shane Bradley - Superintendent		
		subcontractors	Multiple

Primary reference documents:

- Working in Extreme Temperatures MSID-5-166 Version: 6.0
- Tunnelling Ventilation Plan MSID-5-1156 Version: 2.0

Review objectives: to review the effective implementation of control measures to eliminate or minimise the exposure to the risk of working heat.

Through site visits, verify that:

- the procedures for managing the risks of working in heat are known across the sites;
- actions arising from previous heat related injury and illness incidents are closed out
- there is evidence of the procedures for managing the risks of working in heat being implemented as intended

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	REQUIREMENT	Comment / finding
1.	Hazard identification and risk assessment	
1.1	Where applicable, Safety in Design workshops are conducted to identify all activities that involve working in heat. Q) Was the SID workshop conducted and if so when. Q) What hazards were considered. Q) Were heat related risks are eliminated or otherwise minimised so far as is reasonably practicable (SFAIRP)	<p>Finding: Not Applicable</p> <p>Discussion: Not Applicable</p> <p>Referenced Documents: Not Applicable</p>
1.2	Where applicable, Constructability workshops are conducted to determine how the risk to a worker's health and safety when working in extreme temperatures can be eliminated during construction. Q) Was the Constructability workshop conducted and if so when. Q) What hazards were considered. Q) Were heat related risks are eliminated or otherwise minimised so far as is reasonably practicable (SFAIRP)	<p>Finding: Not Applicable</p> <p>Discussion: A Principal Project Risk Register dated October 2023 identified exposure to heat as a hazard on the project and details key controls to manage the risk of working in heat.</p> <p>Referenced Documents: CRR TSD PPRR v7 24.11.2023</p>
2.	Controls	



<p>2.1</p> <p>Ref:2 Substitution</p>	<p>When risks of working in extreme temperatures cannot be eliminated, substitution is considered.</p> <p>Q) What substitution controls have been identified and implemented</p> <p>Evidence: Risk assessments, SWMS</p>	<p>Finding: Partially Compliant</p> <p>Discussion: Where tasks cannot be eliminated it was reported that more strenuous activities are undertaken during cooler parts of the day. Examples provided including scheduling concrete pours to commence between 06:00 and 07:00 to avoid working in hotter times of the day, however schedules and planning of these types of activities were not able to be verified, as records were not available.</p> <p>Referenced Documents: Nil</p>
<p>2.2</p> <p>Ref: 2.1 Mechanical Aids</p>	<p>Mechanical aids have been considered for use by workers to minimise the physical exertion required for manual handling tasks.</p> <p>Q) What mechanical aids are considered.</p>	<p>Finding: Conformance</p> <p>Discussion Evidence of use of mechanical aids such a pallet jacks, trollies and pallet stackers in use were sighted to reduce manual handling at Roma St tunnels and surface areas.</p> <p>Referenced documents/photos: Photographs</p>
<p>2.3</p> <p>Ref: 2.2 Shift Rotation</p>	<p>Labour intensive activities are planned for early or late in the day to minimise heat exposure and avoid peak temperatures.</p> <p>Q) How are labour intensive activities planned to minimise heat exposure.</p> <p>Q) Where changes in shift occur, how much time is afforded to adjust to sleep patterns</p>	<p>Finding: Partially Compliant</p> <p>Discussion: A daily coordination meeting occurs at 09:00 attended by Engineers, Superintendents, and other management, as well as members of the Health and Safety Team. Upcoming work is discussed along with the next day's weather conditions. Labour intensive work is not specifically discussed, or controls documented during this meeting.</p> <p>Planning for labour intensive work is coordinated at a local level by the Superintendent directing the work and is adjusted in response to local conditions. Local work area conditions are monitored through determining thermal work limit (TWL) that is performed by the Health and Safety Team using the Kestrel 4500 WBGT Meter. Work activities are then categorised as unrestricted, acclimatisation, buffer or withdrawal zones and controls applied.</p> <p>Changes to shifts were not reported as occurring due to industrial relations matters.</p> <p>Referenced documents/photos:</p>



		<p>240201 Surface Daily Meeting record Air Monitoring Weekly Roster WC08 CBGUJV Atmospheric Conditions Record-v12 WC15 CBGUJV Atmospheric Conditions Record-v12 WC22 CBGUJV Atmospheric Conditions Record-v12 WC29 CBGUJV Atmospheric Conditions Record-v12</p>
<p>2.4 <i>Ref: 3 Isolation</i></p>	<p>When working in extreme temperatures cannot be substituted, then isolation controls must be considered to manage the risk. Q) How are isolation controls identified and implemented</p>	<p>Finding: Partially Compliant</p> <p>Discussion: There was evidence of low heat producing equipment such as air conditioning units expelling hot air from areas being cooled. Larger units were positioned away from where work was being performed, although not all were subject to exclusion zones or restricted areas. Where hot air was being expelled in the work areas, the air was being directed and cooled with fans.</p> <p>Referenced documents/photos: Photographs</p>
<p>2.5 <i>3.1 Applying Insulation Controls</i></p>	<p>Insulation is installed where possible to minimise the flow of heat into working areas, i.e. walls, roofs pipework and plant. Q) What insulation has been applied and where</p>	<p>Finding: Conformance</p> <p>Discussion: As part of the general build there was evidence of insulation to roof and ceilings.</p> <p>Referenced documents: Photographs</p>
<p>2.6 <i>Ref: 3.2 Exclusion and Restricted Access Zones</i></p>	<p>Plant or equipment that produces extreme heat, Exclusion and Restricted Access Zones are established to prevent workers and members of the public from accessing the plant and equipment. Q) What Exclusion and Restricted Access Zones are established to prevent access.</p>	<p>Finding: Not Applicable</p> <p>Discussion: At the time of the review, no equipment and plant that produce extreme heat were in operation.</p> <p>Referenced documents: N/A</p>



	Q) What signage is displayed to identify these areas	
2.7 Ref: 4 Engineering	<p>When workers working in extreme temperatures cannot be isolated from the hazard, then engineering controls must be considered to manage the risk.</p> <p>Q) What engineering controls have been identified and implemented</p>	<p>Finding: Conformance</p> <p>Discussion: Evidence showed use of mechanical ventilation to the tunnel to provide fresh air supply throughout the tunnel system. This was supported with 20 kW packaged air conditioner units and multiple industrial fans at intervals along the tunnel, as well as local work area fans and mist fans to dissipate heat and move cool air.</p> <p>Referenced documents/Photos: Photographs</p>
2.8 Ref: 4.1 Controlling Air Temperature	<p>Air temperature is adequately controlled through the installation and use of air conditioners, fans and evaporative coolers.</p> <p>Q) Are air conditioners and fans implemented.</p> <p>Q) Where are they installed</p> <p>Q) Is mobile plant fitted with air conditioning</p>	<p>Finding: Conformance</p> <p>Discussion: There was apparent evidence of the use of air conditioning units and fans in use throughout the tunnel as well as on the surface level areas. Portable Gazebo style shades with industrial fans were also sighted in use.</p> <p>Buildings, rooms, and crib/rest rooms were all air conditioned.</p> <p>Mobile plant cabins on site both in use in the tunnel and surface were sighted fitted with air conditioning systems.</p> <p>Referenced documents: Photographs</p>
2.9 Ref: 4.2 Work Area Ventilation	<p>Work areas that are enclosed (e.g., within buildings), mechanical exhaust ventilation that comply with AS1668.2. should be considered.</p> <p>Q) What ventilation systems are implemented.</p>	<p>Finding: Conformance</p> <p>Discussion: Mechanical ventilation providing fresh air and regulating atmospheric conditions throughout the tunnel system was evident. There was evidence of daily atmospheric monitoring being conducted by the Health and Safety Team.</p> <p>Referenced documents/Photos: Photographs as per Ref 4</p>



		<p>Air Monitoring Weekly Roster WC08 CBGUJV Atmospheric Conditions Record-v12 WC15 CBGUJV Atmospheric Conditions Record-v12 WC22 CBGUJV Atmospheric Conditions Record-v12 WC29 CBGUJV Atmospheric Conditions Record-v12</p>
<p>2.10 <i>Ref: 4.4 Installing Shade Cloths</i></p>	<p>Shade cloth is used reduce the severity of radiant heat from the sun to provide protection during outdoor work or shelter during rest breaks. Q) What areas have shade cloth installed. Q) What task is shade cloth identified as a control and installed.</p>	<p>Finding: Partially Compliant Discussion: There was evidence of Gazebo style canopies used to provide shade in the surface areas. Safe systems of work have not identified heat as hazard associated with the work and therefore does not feature as a task specific control. Referenced documents/Photos: Photographs</p>
<p>2.11 <i>Ref: 5 Administration 5.1 SWMS</i></p>	<p>When the risk to workers working in extreme temperatures cannot be engineered out then administration controls must be considered to manage the risk. Q) Have SWMS been developed for task that involve working in extreme temperatures.</p>	<p>Finding: Not Compliant Discussion Although not required as per sections 291 and 299 WHS Regulation 2011, section 5.1 of the CBGU Working in Extreme Temperatures document requires the development of SWMS for working in extremes temperatures. A number of SWMS reviewed evidenced that they have not been developed with consideration to working heat and as such controls are not documented. Referenced documents/Photos: Nil</p>
<p>2.12 <i>Ref: 5.2 Cool Drinking Water</i></p>	<p>Clean drinking water is supplied to workers at all times. Q) Where is the water positioned, how is it supplied and how is it cooled.</p>	<p>Finding: Conformance Discussion: It was evident that cool clean drinking water was supplied throughout the site in both work and rest areas.</p>



	Q) Is it close to where strenuous work is performed and separate from toilets and wash areas	Water was supplied by a combination of water coolers and plumbed water fountains with paper cups provided at regular intervals close to where work was being performed as well as in crib rooms and rest areas 2 dedicated workers are responsible for ensuring the water dispenser bottles are maintained throughout the day.
2.13 <i>Ref: 5.7 Hydration Food and Drink</i>	Hydration food and drink products (e.g., gels, ice blocks, mixers, etc.) are provided to workers to help replace water and electrolytes lost during labour-intensive work. Q) How is this made available to workers and where are they located. Q) How is this communicated to workers	Referenced documents/Photos: Photographs Finding: Conformance Discussion: Hydration gels and products are stored in the site First aid Room and distributed by the Supervisors throughout the day during walk throughs. Referenced documents/Photos: Nil
2.14 <i>Ref: Job Rotation and Rest breaks</i>	Workers adjusting to the work environment undergo acclimatisation. Q) How does this occur and who facilitates the acclimatisation process. Pace of work is managed through regular task rotation or slowed. Between 11:00 and 14:00 alternative tasks or work in shade is scheduled where reasonably practicable. Q) How is task rotation managed and who is responsible.	Finding: Partially Compliant Discussion: There is no formal process of identifying and managing acclimatisation of workers. Where workers are identified as requiring acclimatisation, this is managed locally through direct supervision, task rotation and slowed pace of work. Labour intensive work is planned for early parts of the day for example concrete pours are scheduled between 06:00 and 07:00, although there was no evidence of this being documented as a specific control to manage heat in planning documentation. Work activities and pace of work is adjusted according to the TWL monitoring which performed by the Health and Safety Team and then communicated to the Supervisors. Pace of work controls are monitored by the Health and Safety Team during walk throughs.
		Referenced documents/Photos: Nil



<p>2.15 <i>Ref: 5.4 Provision of Rest Areas</i></p>	<p>Cool well-ventilated rest areas are provided that provide protection from the direct sun and are a reasonable distance from the work area. Q) Where are rest areas located and how are workers made aware of their location.</p>	<p>Finding: Conformance Discussion: Arrangements for rest areas were evident with the provision of 7 rest/crib rooms that were all air conditioned across various levels of the site that were clearly signed. Covered outdoor rest areas with fans fitted were also sighted. Referenced documents/Photos: Photographs 5.4</p>
<p>2.16 <i>Ref: 5.5 Workplace and Worker Monitoring</i></p>	<p>The environmental conditions and physical wellbeing of workers are regularly monitored when work involves prolonged or repeated exposure to heat. Q) How are environmental conditions monitored where work involves prolonged exposure to heat and who is responsible for maintaining it.</p>	<p>Finding: Partially Compliant Discussion: There was evidence of Thermal Work Limit monitoring being conducted by the Health and Safety Team and adjustments to work implemented within the tunnel environment, although there were no records relating to surface areas. The Health and Safety Team are trained through online course. Although records were not available to evidence the training. The results are communicated at 09:00 coordination meeting where readings are within the normal range. Where readings are low and require action, local work area communication of readings occurs, and work rest cycles implemented (40 minutes on 20 minutes rest) and monitored by Supervisors and the Health and Safety Team. Referenced documents/Photos: Air Monitoring Weekly Roster WC08 CBGUJV Atmospheric Conditions Record-v12 WC15 CBGUJV Atmospheric Conditions Record-v12 WC22 CBGUJV Atmospheric Conditions Record-v12 WC29 CBGUJV Atmospheric Conditions Record-v12</p>
<p>2.17 <i>Ref: 6 PPE</i></p>	<p>Workers are supplied and wear loose-fitting long-sleeved shirts, hard hat brims, UV/UVB Protective safety glasses.</p>	<p>Finding: Conformance Discussion: There was evidence of workers wearing PPE in accordance with the site requirements. The project induction details the minimum PPE requirements.</p>



		<p>Referenced documents/Photos: Cross River Rail Tunnels and stations Project Induction PowerPoint Roma St Site Induction PowerPoint Photographs</p>
<p>3.</p>	<p>Training</p>	<p>Finding: Partially Compliant</p>
<p>3.1 <i>Ref: 5.6 Training and Induction Awareness</i></p>	<p>Workers are trained to recognise the early symptoms of heat related illness, understand what controls are available to them, the emergency procedures for responding to extreme weather emergencies, and the need to report incidents to supervisors immediately. Q) How are workers made aware of heat related illness and management/controls and reporting requirements.</p>	<p>Discussion: There was evidence of the Cross River Rail Tunnel and Stations Project Induction containing information on slides 13 PPE, slide 22-32 FWW, slides 44 working in extreme temperatures – heat, and contains a video from current affair titled The Melting Man. The video highlights the dangers of working in heat in Qld construction. It was reported heat related material had recently been added into the induction. Although the induction provides an overview of the risk of working in heat, it is brief in nature in terms of controls and does not cover early symptoms of heat illness, nor hydration requirements in detail. Toolbox topics relating to heat were yet to be delivered at the time of the review. It was evident that working in heat, signs of heat illness and controls were being communicated at daily Pre-start meetings through daily communications.</p> <p>Referenced documents/Photos: Cross River Rail Tunnels and stations Project Induction PowerPoint Roma St Site Induction PowerPoint 231219 Daily Communication Pre-Start Record 231220 Daily Communication Pre-Start Record 240116 Daily Communication Pre-Start Record 240119 Daily Communication Pre-Start Record 240129 Daily Communication Pre-Start Record</p>
<p>4.</p>	<p>Emergency Response and First Aid</p>	<p>Finding: Conformance</p>
<p>4.1 <i>Ref: 7 Emergency Planning</i></p>	<p>The project emergency response plan details all potential emergency situations relating to extreme temperatures and is kept with the work pack.</p>	<p>Discussion: Arrangements for emergency response are detailed in the Roma Precinct Emergency Response and Incident Management Manual v14 and include emergency response details for heat stress in appendix F.</p>



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	<p>Q) Where is the ERP located. Q) Does the ERP detail all potential emergency situations and methods of response. Q) Are workers trained in the plan</p>	<p>The ERP is located and kept on the K-drive. Referenced documents/Photos: Roma Precinct Emergency Response and Incident Management Manual v14</p>
<p>5.</p>	<p>Heat Related Incidents</p>	
<p>5.1 <i>Ref: Heat Related Incidents</i></p>	<p>All incidents relating heat injury or illness have been investigated and closed out.</p>	<p>Finding: Not Applicable Discussion: First aid incidents are not subject to corrective actions. Referenced documents/Photos: N/A</p>

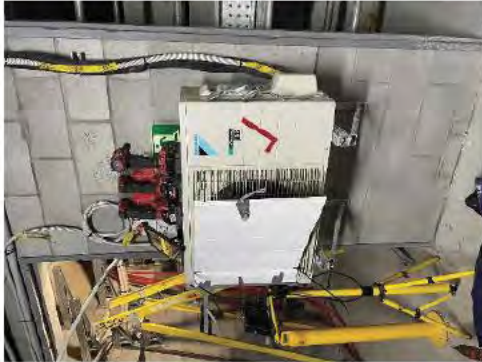
Photographic Evidence:



Ref: 2.1 Mechanical Aids



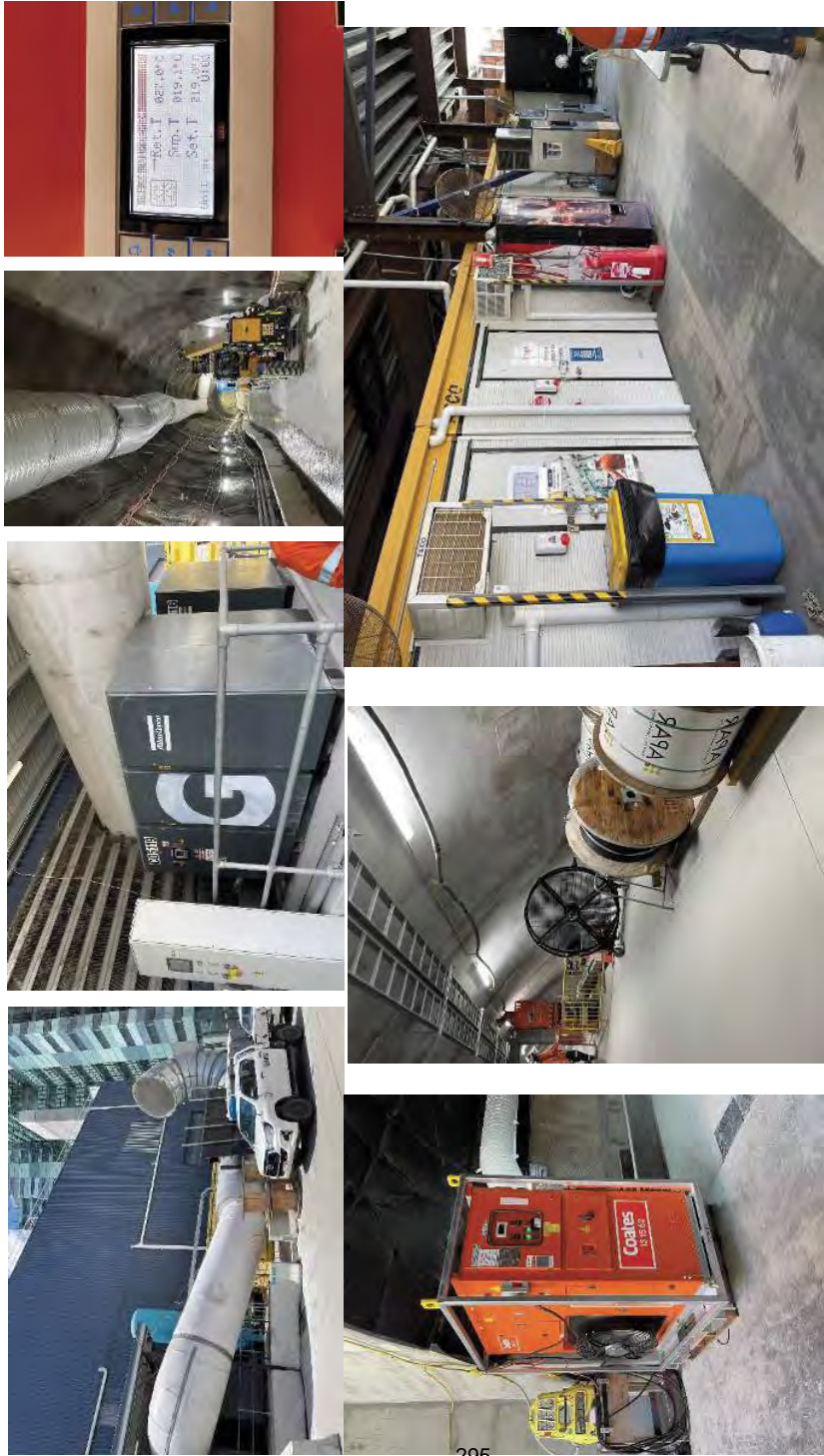
Ref: 3 Isolation





COMMERCIAL-IN-CONFIDENCE

Appendices A - D
CRRDA Heat Management Review – CDBGU – February 2024

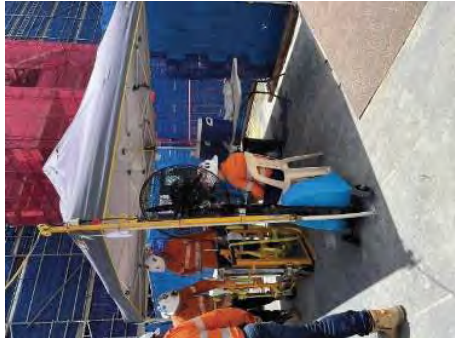


Ref: 4 and 4.1 Engineering

COMMERCIAL-IN-CONFIDENCE

Appendices A - D

CRRDA Heat Management Review – CDBGU – February 2024

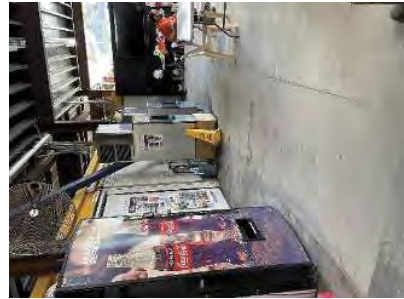


Ref 4.1

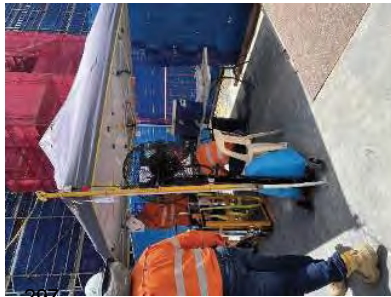
296



Ref: 5.2 Cool Drinking Water



Ref: 5.4 Provision of Rest Areas



Ref: 6 PPE

Themes:
Included in Cross River Rail Delivery Authority Heat Management Review - January 2024 Report.



Appendix D – Literature Review

A recent Australian study by Taggart, S. et al., (2024) titled Symptoms of heat illness and water consumption habits in mine industry workers over the summer months in Australia, published in the journal Industrial Health found most workers aren't drinking enough water and experience heat illness symptoms that can quickly become severe.

Researchers from the University of Western Australia's School of Human Sciences found workers can benefit from a better understanding of the consequences of dehydration and from strategies to help them acclimatise to working in heat.

The study also found most participating workers consumed either two to four litres, or one to two litres, of water during each 11 or 12-hour shift, equating to just 200 to 400 millilitres per hour.

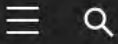
The researchers say this is less than the recommended level and inadequate for their duties, given exposure to indoor and outdoor hot environments can cause dehydration, affect cognitive performance, and cause core body temperatures to rise.

The worker responses show the most common barriers to drinking more water are forgetting to drink, not feeling hydrated, a lack of time and not feeling thirsty.

The researchers say it is evident workers can benefit from training on strategies to increase water intake and the negative consequences of dehydration.

The research recommended providing workers with recommended water intake guidelines, especially for those engaged in physically demanding work during their shifts in the heat, would be beneficial. They also recommend employers provide workers with methods to self-check their hydration status.

https://www.istage.ist.go.jp/article/inthealth/advpub/0/advpub_2023-0139/article-char/en



Exclusive National Queensland Cross River Rail

This was published 4 years ago

Deadly dust fears prompt walk-off at Cross River Rail worksite



Matt Dennien

June 28, 2021 – 8:26pm

Queensland's powerful construction union has called for ministerial intervention to stop work on one of its key Cross River Rail tunnelling sites until concerns about the potential release of dangerous silica dust can be probed by the safety regulator.

Workers downed tools one weekend, between June 18 and 21, while the Cross River Rail Delivery authority and major contractor CPB addressed what the CFMEU said were long-running issues at the Woolloongabba site involving dust from the conveyor belt carrying tunnel spoil to the surface.



Construction work on the Cross River Rail Gabba station in January. ATTILA CSASZAR

Recent footage taken from within the site, seen by *Brisbane Times*, showed workers wiping dust from surfaces after the belt had been in operation for 20 minutes. In separate videos taken from outside at night, plumes of dust can be seen emerging from the large shed erected to contain the massive tunnelling operation.

The union says the dust issue was occurring because water pumps, meant to dampen the rock transported by conveyor belt from deep beneath the bedrock, were not being used in an effort to lighten the load required to be carried away by trucks.

Branch president and health and safety co-ordinator Royce Kupsch said the incident was evidence of “dangerous cost-cutting” from the contractor whose list of total regulatory enforcement notices was approaching that of the trouble-plagued Toowoomba Bypass, on which work was forced to stop.

“We shouldn’t need the union to intervene on day-to-day health and safety matters on a project of that magnitude,” Mr Kupsch said. “We’re mortified that this sort of event was allowed to go unchecked.”



Dust being released into the air from the Woolloongabba Cross River Rail worksite.

Greens South Brisbane MP Amy MacMahon, whose state electorate covers the site and has held meetings with residents, has written to Transport Minister Mark Bailey urging him to halt work while an investigation into the presence of silica dust can be carried out.

“The safety and wellbeing of workers and nearby residents should be the absolute priority for the government, but instead we’re hearing reports of dangerous silica dust and cost-cutting at the Gabba Cross River Rail site,” she said. “It’s unacceptable”.

Internationally renowned black lung disease expert Robert Cohen told a state parliamentary inquiry in 2017 that Brisbane tunnel workers could be at risk from exposure to silica dust – a fine powder that can be released when materials such as stone are worked on, which can lead to lung cancer and other serious health problems.

Mr Bailey referred questions on the matter to the Cross River Rail Delivery Authority. A spokesman said the agency took health and safety seriously and launched an investigation as soon as the issue was raised.

“An independent hygienist has been engaged to monitor air quality on site, and all sampling to date has been compliant with project requirements,” he said.

“Additional dust mitigation measures have also been implemented as a further precaution.”

The spokesman said Workplace Health and Safety Queensland, which was contacted for comment, had since reconfirmed compliance through its own independent testing and the matter was now resolved.

Union members also raised concerns that while measures such as covers and screens put into place above ground may help stop dust escaping from the site, the issue could return and may still be impacting workers below ground.

LNP opposition transport spokesman Steve Minnikin said the concerns were the latest in a project that was running over-budget and time, pointing to a recent move from the project consortium, led by CIMIC, to introduce the Sunday trucking of spoil and 24-hour haulage along Ipswich Road to Moorooka.

“Environmental standards around this project are deteriorating because the state government is losing control of its most expensive infrastructure project,” he said.

Twin boring machines began work linking the Woolloongabba and Albert Street station sites beneath the Brisbane River earlier this year, before continuing on to the Roma Street station and emerging at the project’s northern portal at Normanby.

More than 290,000 cubic metres of spoil is expected to be created by the those 5.9-kilometre tunnels alone.

Project Update

Dust Management at Woolloongabba

Project Updates

29 Jul 2021

Share:   

Dust levels are routinely monitored at our worksites, including at Woolloongabba, in the interest of workers' health and safety and to ensure there are no adverse impacts to local residents or businesses.

This monitoring is subject to stringent conditions to ensure air quality complies with state and national requirements. It forms part of an Air Quality Management Plan, which is a project requirement and is in place at the Woolloongabba worksite.

Monitoring points are both within and around the construction site and located to the north, south, east and west for full coverage. This monitoring has consistently shown that the Cross River Rail project is compliant with all of its air quality requirements.

Recent issues

Issues relating to dust levels at Woolloongabba have been raised at site on 18 June, 27 July, and 11 October 2021.

In relation to 18 June, Workplace Health & Safety Queensland (WHSQ) attended site on 21 and 22 June and confirmed:

“WHSQ received a dust related complaint on 22 June 2021, we investigated the complaint including having one of our hygienists visit the site who undertook specific enquiries around the controls and readings.

“There was no non compliances identified in relation to this particular matter.”

On 27 July, workers left a work area due to dust from the TBM spoil conveyors and an onsite review was carried out to ensure all existing mitigation measures were in place and working effectively.

This was supported the same day with additional monitoring conducted by an independent Certified Occupational Hygienist (COH), who confirmed no further controls were required for work to safely continue.

Additional mitigation measures were installed overnight regardless as added precaution, including:

- increased chemical dosage on conveyor spray to coagulate the dust

- installation of additional duckbill water spray on the conveyor
- shrouding over the start of the decline conveyor
- installation of water mist sprays at conveyor transfer.

WHSQ attended the site on 28 July to review these mitigation measures. No issues were raised and work resumed as normal on all parts of the Woolloongabba site.

On 11 October, a sub-contractor team left an allocated work area due to concerns about dust from the TBM spoil conveyors.

TBM conveyor water suppression nozzles were in operation. However, a duckbill water hose at the conveyor transfer station was not because a lower quantity of excavated material that day meant the spoil was becoming too wet.

Our major contractor's three static dust monitoring locations within the stations work area indicated no exceedances that morning.

The duckbill water hose was put back in operation and workers returned to site on 12 October.

Our contractor's station manager confirmed that the dust issue was resolved and closed out at a safety committee meeting same day.

In summary.

The Cross River Rail Delivery Authority can reassure workers and nearby residents that stringent safety measures and controls are in place and there is no risk to health.

Independent sampling conducted at the Woolloongabba worksite has shown air quality on site meets stringent WHSQ requirements.

The safety of our workforce and the public is our top priority and control measures are continually reviewed and adjusted to ensure highest possible standards and continued best practice.

The Delivery Authority expects its contractors to continue to uphold the highest level of standards when it comes to meeting industry requirements, including dust mitigation measures such as using sprinklers to dampen spoil.

If you have any further questions, please contact the Delivery Authority on **1800 010 875**.

Subscribe to receive email updates about our worksites

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CRRDA Act 2016

Business case

2024 – 25 Annual Report

Reconciliation

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GN-64

ATTENTION CROSS RIVER RAIL WORKERS AND LOCAL RESIDENTS

⚠️ URGENT SILICA DUST SAFETY ALERT:



DANGER! SILICA DUST HAZARD



LINK THE QR CODE AND COMPLETE THE FORM TO MAKE US AWARE

The Cross River Rail project is circulating potentially deadly dust in your workplace and your local neighbourhood. Silica is the asbestos dust of the 21st century, and CPB Contractors' lack of adequate suppression means it may be circulating where you live and work.

Deadly dust fears prompt walk-off at Cross River Rail worksite Brisbane Times
June 29, 2021

'Extremely concerned': Law firm backs calls for action over Cross River Rail dust Brisbane Times
June 29, 2021

WORKERS AND RESIDENTS DESERVE BETTER THAN THIS!

If you are concerned about exposure to silica dust we recommend you contact the following agencies as a matter of urgency:

	Queensland government pollution hotline: 1300 130 372	WorkSafe: 1300 362 120	CFMED Safety Hotline: (07) 3231 4615
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X Reels

 CFMEU Construction & General QLD/NT
Public

**HAZARDOUS
DUST ALERT!**

**FOR WORKERS AND
THE WOOLLOONGABBA
COMMUNITY...**

BROUGHT TO YOU BY


CPB
CONTRACTORS

&



CROSS RIVER RAIL

Workers have removed themselves from the Gabba end of CPB's troubled Cross River Rail project today because of excessive dust exposure risk. Worker... See more



60



12



9

GN-66

From: Teresa Henderson [REDACTED]
Sent: Wed 28/07/2021 1:47:30 PM (UTC+10:00)
To: Nathan Paull [REDACTED]
Cc: Russell Vine [REDACTED]; Teneale Gracie [REDACTED]; Virginia Bax [REDACTED]; Kate McConnell [REDACTED]; Samuel Wheeler [REDACTED]; Cameron, Greg [REDACTED]; Thiedeke, Frances [REDACTED]; Gladstone, Sarah [REDACTED]; Cryle, Suzanne [REDACTED]; Greg Ward [REDACTED]
Subject: RE: URGENT REQUEST: Holding lines - CFMEU post

Nathan

Apologies for the delay getting back to you – please see below summary points.

Summary points – Woolloongabba 28/7/21

- At approximately 11.30am on Tuesday 27 July, queries were raised from one crew working at the Woolloongabba site regarding visible dust.
- Based on queries raised, work was paused on parts of the Woolloongabba site while the cause for dust was investigated.
- During the pause, an onsite review was carried out to ensure all existing mitigation measures were in place and working effectively.
- Comprehensive testing and air quality monitoring is undertaken on and around the Woolloongabba site on a daily basis.
- This is supported by additional monitoring conducted by an independent Certified Occupational Hygienist (COH).
- The COH was on site on 27/7/21 and confirmed based on real-time measurements there were no further mitigation or controls required to enable work to safely continue on site.
- The COH has confirmed they are satisfied with the measures in place and endorses CBGU approach to manage airborne contaminants at the Woolloongabba worksite with no further controls required.
- WHSQ attended site on 28/7/21 and reviewed mitigation measures in place. No issues raised from WHSQ.
- Work has resumed as normal on all parts of the Woolloongabba site.
- CBGU is committed to high environmental standards and all activities undertaken at the Woolloongabba worksite comply with project approval conditions.
- CBGU places the safety and health and care of workers first and foremost in everything we do. It is our first priority.

Thanks
Teresa

From: Nathan Paull
Sent: Wednesday, 28 July 2021 9:48 AM
To: Henderson, Teresa ; Cryle, Suzanne
Cc: Russell Vine ; Teneale Gracie ; Virginia Bax ; Kate McConnell ; Samuel Wheeler
Subject: RE: URGENT REQUEST: Holding lines - CFMEU post

CAUTION: This email originated from outside of the Organisation.

Hi again


Any update on this yet?

FYI Amy McMahon is now also sharing CFMEU's post.

Cheers

Nathan

<https://www.facebook.com/184394583690719/posts/212761160854061>

 **Amy MacMahon - Greens MP for South Brisbane**
 4 mins · 🌐

Yesterday CFMEU - Construction & General workers walked off the Woolloongabba Cross River Rail site again over concerns of dangerous dust. They first walked off site back in June, calling for a ministerial intervention from Mark Bailey MP to stop work on the site over concerns of dangerous silica dust.

I wrote to the Minister back in June relaying the concerns of the site workers, and he assured me that there was no safety issues. I'm pretty concerned that the union is still having issues with dust, and support their calls to put the safety of workers (and local residents) first.



Nathan Paull

**Director, Media and Communications
Marketing, Media and Communications**

✉ [Redacted]

✉ [Redacted]

✉ [Redacted]

✉ crossriverrail.qld.gov.au

✉ 123 Albert Street | Brisbane Q 4000



We acknowledge the Traditional Owners of this Country, and recognise the continuing connection to lands, waters and their communities. We wish to pay our respects to the culture of our First Nations Peoples and to Elders past and present.

From: Henderson, Teresa
Sent: Tuesday, 27 July 2021 7:12 PM
To: Cryle, Suzanne ; Nathan Paull
Cc: Russell Vine ; Teneale Gracie ; Virginia Bax ; Kate McConnell
Subject: Re: URGENT REQUEST: Holding lines - CFMEU post
 Still going through final approvals. Will be first thing in the am nathan. Thanks. T

Get [Outlook for Android](#)

From: Nathan Paull [REDACTED]
Sent: Tuesday, July 27, 2021 6:53:12 PM
To: Cryle, Suzanne [REDACTED]
Cc: Henderson, Teresa [REDACTED]; Russell Vine [REDACTED]; Teneale Gracie [REDACTED]; Virginia Bax [REDACTED]; Kate McConnell [REDACTED]
Subject: Re: URGENT REQUEST: Holding lines - CFMEU post

CAUTION: This email originated from outside of the Organisation.

Hey Suz
 Just checking if there's an update on this yet?
 Cheers
 Nathan
 Get [Outlook for iOS](#)

From: Cryle, Suzanne [REDACTED]
Sent: Tuesday, July 27, 2021 3:53 pm
To: Nathan Paull
Cc: Teresa Henderson
Subject: RE: URGENT REQUEST: Holding lines - CFMEU post

We're on it.

Will get you something shortly

From: Nathan Paull [REDACTED]
Sent: Tuesday, 27 July 2021 3:50 PM
To: Henderson, Teresa [REDACTED]; Cryle, Suzanne [REDACTED]
Cc: Virginia Bax [REDACTED]; Samuel Wheeler [REDACTED]; Teneale Gracie [REDACTED]; Kate McConnell [REDACTED]
Subject: URGENT REQUEST: Holding lines - CFMEU post

Importance: High

CAUTION: This email originated from outside of the Organisation.

Hi Teresa and Suz

Could we please get some hold lines urgently re below?

Cheers

Nathan

Hi all

Please see below a link to a CFMEU post announcing workers have walked off site today due to dust concerns.

Am seeking urgent holding lines from CBGU's comms team.

Cheers

Nathan

<https://www.facebook.com/299850003405919/posts/4286806824710197/>

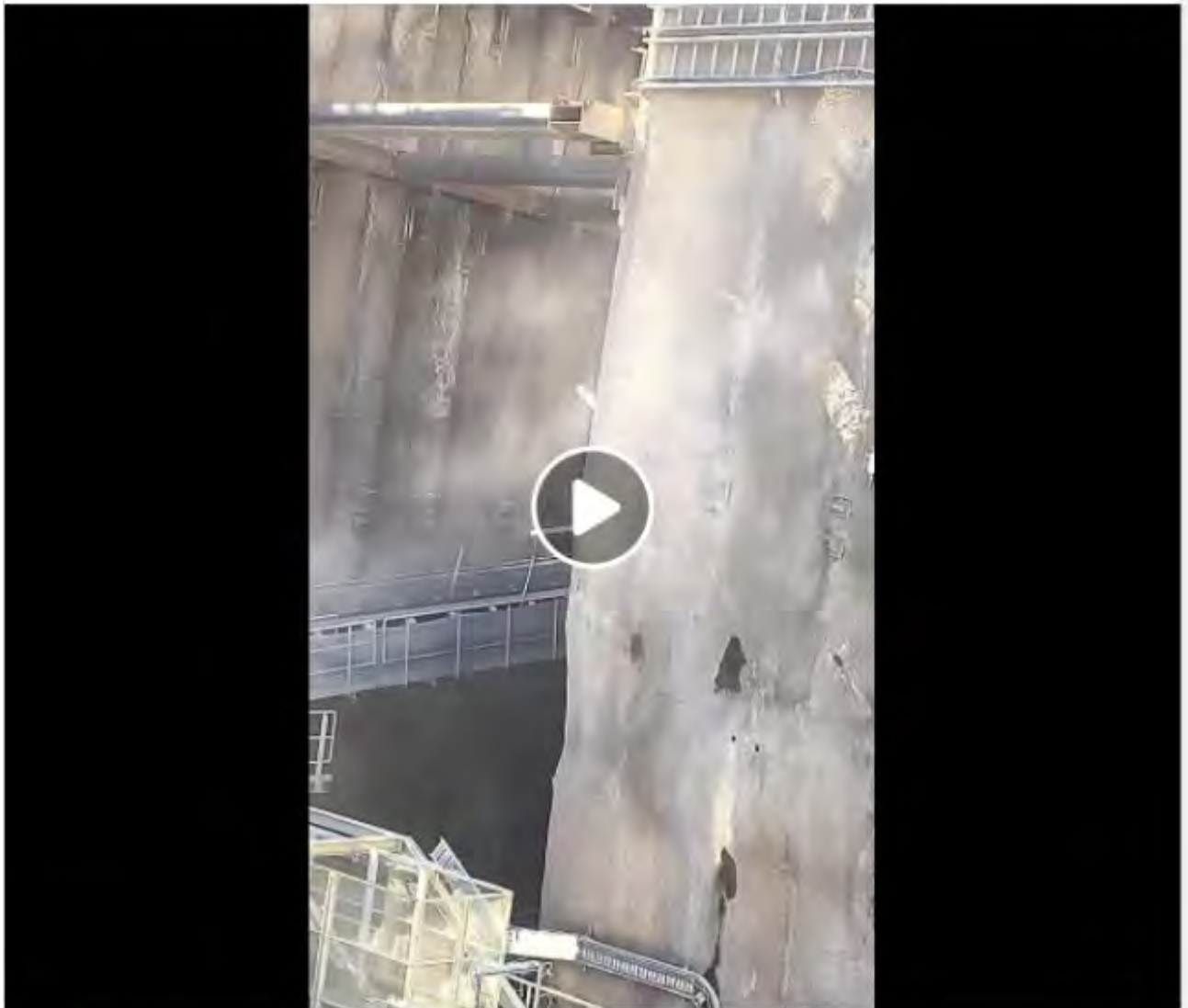


CFMEU Construction & General QLD/NT

18m · 🌐



Workers have removed themselves from the 'Gabba end of CPB's troubled Cross River Rail project today because of excessive dust exposure risk. Workers and the local community deserve better safety protocols than this on a \$5.7 billion taxpayer-funded infrastructure project. Shame CPB, shame.



👍 😬 10

4 comments 2 shares

Nathan Paull

Director, Media and Communications

Marketing, Media and Communications



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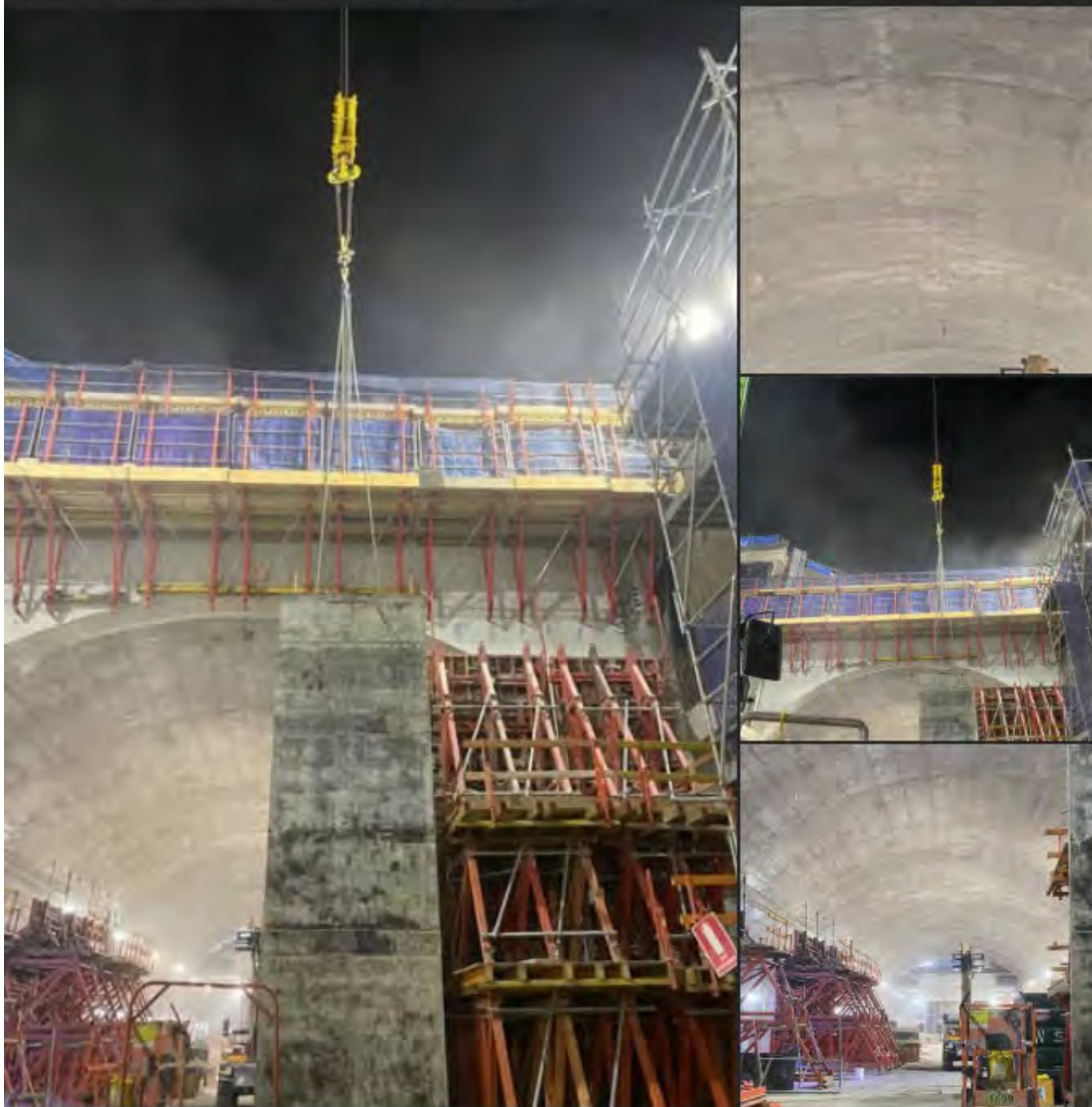


CFMEU Construction & General QLD/NT

September 9, 2022 · 🌐



Here we go again. Just how many more corners can CPB cut on its troubled Cross River Fail project before it all ends in tears? In recent days workers have had to rem... See more



👍👎 74

10 comments 3 shares

👍 Like

💬 Comment

➦ Share

View more comments



👑 Top fan

Aaron Shaw

Maybe if CPB's people were made to stand out in it they'd understand a little better. I bet the air filters in their cosy offices are keeping them comfortable 😏

3y Like Reply

Son of man critically injured in Brisbane Cross River Rail construction site fall saw it happen, says CFMEU

By Antonia O'Flaherty, George Roberts and staff

Workplace Accidents and Incidents

Wed 26 Jul 2023



The CFMEU filmed this worker at the Cross River Rail site in April (Facebook: CFMEU)

[abc.net.au/news/qld-workers-protest-man-injured-cross-rive...](https://www.abc.net.au/news/qld-workers-protest-man-injured-cross-rive...)



Share article

A son witnessed his father being critically injured in a fall at a Brisbane building site, according to the construction union.

The 54-year-old man suffered "[extensive](#)" [internal injuries](#) after falling from scaffolding at the Cross River Rail site on Tuesday and remains in a critical condition.

CMFEU Queensland branch state secretary Michael Ravbar said many workers, as well as the man's son, had seen him fall 12 metres.

"This guy is probably likely not to survive the next 24 hours," Mr Ravbar said.

Transport Minister Mark Bailey confirmed the union's claim that about 300 safety enforcement notices had been issued for the Cross River Rail project, and that Workplace Health and Safety had been to the site "many, many times".

Key points:

Transport Minister Mark Bailey confirmed 300 safety enforcement notices had been issued for the rail project

The union says the injured worker is not expected to live

Mr Bailey has rejected the union's call to resign

"There's no doubt this is a wake-up call and it's certainly shaken my confidence in terms of the safety on this project," Mr Bailey said.

But the minister also said the number of injuries on Cross River Rail had been lower than the industry average, and that scaffolding at the Boggo Road site had been "given the tick" earlier this month.

"This incident aside, the injury rate per worker per million hours worked is a lot lower than industry standard," Mr Bailey said.



CFMEU's Michael Ravbar (left) and Jade Ingham speaking to reporters on Wednesday. (ABC News)

Footage posted to social media by the CFMEU — taken during a night shift in August 2022 — raises further questions about worker safety.

A Cross River Rail Delivery Authority spokesperson confirmed the incident occurred on the site, saying "this incident was not reported at the time it occurred" and that it was "thoroughly investigated" following the video's release in April.

"The worker being filmed no longer works at the site and is no longer employed by the subcontractor," the spokesperson said.

"A range of actions have been taken since the investigation, including ensuring appropriate supervision for high-risk night time works and pour plans developed to detail how concrete will be placed."



The CFMEU's Jade Ingham said they are raising safety issues "almost daily". (ABC News)

But CMFEU assistant state secretary Jade Ingham said safety concerns had continued, claiming the latest complaint had been raised with construction company CPB Contractors just this week.

He said the state government were also aware of these concerns.

Mr Ingham said the minister should resign, but Mr Bailey rebuffed the call, saying he is the right person to oversee the project.

Work on the site has been paused.

Mr Ingham said they were "all very concerned" about the injured worker's welfare.

"He fell through a scaffold and then through another penetration, so 6 metres plus 6 metres, he's clipped the edge of the penetration on the way down."

He said the union was raising safety concerns on an "almost daily" basis, including the risk of falling objects, electrical safety issues, previous falls on the job, and people being struck by falling objects.



Workers say they want safety issues resolved before they return to site. (ABC News: Michael Rennie)

Mr Ingham said scaffolding across the project will be checked before workers return to work.

"We want to make sure that whatever happened here doesn't happen again," he said.

A CPB Contractors spokesperson said a "serious incident" had happened.

"The worker remains in hospital and our thoughts are with him, his family and his co-workers during this difficult time," the spokesperson said.

"Works on the project have paused. Every assistance is being provided to the relevant authorities and work will recommence following appropriate consultation.

"Keeping people safe is our absolute priority and a core value for CPB Contractors and the joint venture.

"All co-workers, employees and their families have been offered access to the CPB Contractors Employee Assistance Program."

Earlier on Wednesday, workers marched through the Brisbane CBD in protest of unsafe conditions.

One of the speakers said objects had fallen from cranes at the Boggo Road site on other occasions.

Another safety issue discussed at the rally involved several "near misses" with trucks on the site.

The Delivery Authority said it expected its onsite contractors to cooperate fully with the investigation by Workplace Health and Safety Queensland.

Queensland Opposition Leader David Crisafulli said allegations should be tested.

"Today our focus has to be on the worker, colleagues and family, but in the coming weeks and months, they are all questions that need to be answered," he said.

[News](#) > [Brisbane City](#)

EXCLUSIVE

Cross River Rail safety failings exposed in injury log showing 'worst record' in Australia

Dozens of government safety enforcement notices dating back more than three years have exposed a litany of safety breaches on the Cross River Rail including hazards posing "serious risk of injury or death".

[Greg Stolz](#), [Madura McCormack](#) and [James Hall](#)

3 min read July 31, 2023 - 9:14AM The Sunday Mail (Qld)

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83 Comments

Workers on the State Government's showpiece Cross River Rail project have been hit by [falling objects](#) and exposed to hazards posing "serious risk of injury or death", according to a litany of official safety breaches.

The Sunday Mail has obtained copies of dozens of government safety enforcement notices dating back more than three years on the \$6.3 billion infrastructure project after a worker was critically injured this week.

Cross River Rail construction was shut down after [Nation "Nash" Kouka was left fighting for life in hospital](#) when he fell up to 12m from scaffolding at the Boggo Rd station site at Dutton Park on Tuesday.

It was the latest in a spate of incidents on Cross River Rail which the peak building union has blasted as having "the worst safety record of any major civil construction project in Australia".



The Brisbane Cross River Rail construction sight was closed after a man was left fighting for his life following a 12m fall from scaffolding. Picture: NCA NewsWire/Tertius Pickard

Angry workers walked off the job until Monday as authorities launched a full safety audit of the project.

Contractors working on the project have been hit with almost 350 Workplace Health and Safety Queensland breaches since it began, including 38 stop-work orders and 30 infringement notices with fines.

Copies of breach notices, obtained by the Sunday Mail, reveal incidents including one at the Albert St station in March this year when a worker was injured after being hit by a falling object with no exclusion zone in place.

A prohibition or stop-work notice was issued over the breach which the inspector found posed a "serious risk" to health and safety.



Nation "Nash" Kouka is still in a critical condition. Picture: Supplied

Multiple stop-work notices have been issued at the Boggo Rd station site where Mr Kouka was seriously injured, for safety issues including dangerous handrails which posed "a serious risk of injury or death".

Cross River Rail sites were also hit with safety breaches for issues including workers being potentially exposed to asbestos and other hazards, poor emergency evacuation lighting, explosive chargers being stored unsafely and inadequate training including one incident where a delivery truck reversed into a crane.

Infringement notices with fines of up to \$3600 have been issued to CRR contractors for breaches including failing to properly maintain a hazardous chemicals register.

A Construction, Forestry, Maritime, Mining and Energy Union spokesman said the union had been warning the government for years.



A CFMEU protest about Cross River Rail work sites, gathering at Queens Park. Photo Steve Pohlner

"The safety reset should have happened years ago," he said.

"If 300 safety breaches issued by the government's own inspectors isn't a wake-up call, we don't know what is.

"This project has already claimed the scalps of two ministers in Jackie Trad and Kate Jones and if it's not fixed, you have to wonder about (Transport) Minister Mark Bailey's longevity."

Mr Bailey said Tuesday's "shocking" accident was still under WHSQ investigation and his thoughts were with Mr Kouka, his family and co-workers.

“Any breaches of safety are concerning, and we are working with the contractor, unions, and the Cross River Rail Delivery Authority to ensure an accident of this nature does not happen again,” he said.

“A work pause is in place across all work sites and a full safety reset will take place from Monday.”

A Cross River Rail Delivery Authority spokesman said the project was “massive and complex”, with around 3000 workers on 17 separate sites clocking up 24 million hours so far.

“Despite the project’s size and scale, Cross River Rail’s safety record is objectively and significantly better than industry averages.

“And because of the project’s size and scale, it is not unreasonable to expect an intense focus from WHSQ.”

It’s understood Cross River Rail’s lost time injury frequency rate is a fraction of comparable projects.

“Safety is – and always has been – Cross River Rail’s top priority,” the spokesman said.

“Of course, the recent incident is a reminder we cannot be complacent, and we expect the on-site contractors to uphold the highest standards.”

Deputy Premier Steven Miles said the horrific incident would be critical in assessing the major project’s safety.

When asked if the multibillion rail project was a safe place to work, he said: “That’s something that’s going to need to be addressed through this safety audit and through the investigation”.

“An incident like this should never happen,” Mr Miles told reporters on Sunday morning.

“There is no acceptable level of incidents like this one.”

The Deputy Premier reiterated comments from Transport Minister Mark Bailey and the Cross River Rail Delivery Authority that the number of safety instances were better than industry standards despite the Sunday Mail detailing the near 350 reported safety breaches.

“Safety is a number one priority and that’s especially the case on a state government project,” Mr Miles said.

“The contractor advises that the rate of safety concerns is within industry standards.

“However, obviously this awful tragedy means that a very, very close look needs to be had at safety on that project.”

GN-70

From: Jade Ingham [REDACTED]
Sent: Wednesday, July 26, 2023 11:37 AM
To: Kevin Mara <[REDACTED]@u>
Cc: Peter Ong [REDACTED]@au>; Gary O'Halloran - PGEU
 [REDACTED]; Rohan Webb
 [REDACTED] Michael Ravbar [REDACTED]

Subject: CRR workers demands

CAUTION

This email originates from outside of your organisation.

Kevin see below as requested:

WITHOUT PREJUDICE

Workers across the various CRR sites have this morning resolved the following:

1. Complete re-set on safety across the project
2. Full time Union delegates/HSRs to be employed on all CRR sites. Workers have lost faith in CPB's ability to manage safety.
3. Complete audit of all sites including but not limited to SWMS reviews, conducted by BTG Union Organisers in conjunction with existing HSR's
4. Full access provided to Union Organisers without restriction, now and for the life of the project
5. Withdrawal of labour until Monday 31 July. Workers will remain in the sheds until the safety audit is complete, and until they are satisfied that all issues have been rectified.
6. Weekly safety meetings to be conducted for the life of the project
7. Turnstiles to be immediately removed from the project. Workers have had a gutful of being treated like prisoners.

Thanks

CFMEU

Construction & General Division
 QLD/NT Divisional Branch



Jade Ingham

QLD/NT Assistant Secretary

16 Campbell Street
 Bowen Hills QLD 4006

T [REDACTED]
 F [REDACTED]
 [REDACTED]

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

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GN-71

CFMEU

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 Darwin – Ph (08) 8981 5280
 Townsville – Ph (07) 4766 8715
CFMEUQ
 State Construction
 & General Division

HEAD OFFICE
 16 Campbell Street
 Bowen Hills QLD 4006
 Ph (07) 3231 4600
 Fax (07) 3231 4699
 qntqueries@cfmeu.org

CPB OBSTRUCTS CROSS RIVER RAIL INVESTIGATION

July 28, 2023

Delaying tactics by rogue contractor CPB prevented government safety inspectors from attending the site of a catastrophic incident at Cross River Rail for more than 48 hours, raising concerns the company is trying to sanitise the scene.

Inspectors from WorkSafe Queensland were not granted full access to the Boggo Road site where a worker – who remains in hospital on life support - fell more than 12 metres early on Tuesday afternoon, until late yesterday (27.7), CFMEU state secretary Michael Ravbar said. “This is just outrageous, and stinks of a possible cover-up,” Mr Ravbar said.

“CPB were demanding the crane crew who were on site when the incident occurred, and who retrieved and helped revive the injured worker after the fall, return to work so a crane crew was present for safety reasons while inspectors conduct their investigation.”

“These are workers who are still traumatised by the events of Tuesday, and understandably refused to comply. We promptly offered CPB the option of an alternate crew or bringing in another crane, but they steadfastly refused. Why?”

“Inspectors should have been on the ground immediately after the incident to ensure at the very least that the site remained undisturbed, and the fact they did not finally gain access until yesterday just beggars belief.”

“What are CPB trying to hide? And why is the state government so spineless and compliant that it did not insist on full and immediate access so investigations could commence?”

“We have a man fighting for his life, a \$7 billion project already way over budget and behind schedule that is now in limbo, almost daily reports of other major safety incidents on the job, and the government is approaching the issue with all the urgency of an afternoon nap.”

“CPB has a long history of covering up, downplaying and failing to report incidents on this site. Right now it looks like they are reading from the same old playbook of whitewash, concealment and public relations spin.”

“Workers, and Queensland taxpayers, deserve better than this.”

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Chief Compliance Officer Issues Tracking

Start Date	End Date	CFMEU ACTIVITY	Detail	Category	Impact on productivity (specific)	# Work Stoppages
10/11/2023	10/13/2023	(IR Timeline) HSR Event, Northern Portal multiple safety	HSR raised multiple safety claims at Northern Portal Site. Safety claims included, Scaffold kick boards around the portal structure had been removed allowing for a potential falling objects issue, no alignment between the Rail, Integration and Systems (RIS) and Tunnels, Stations and Development (TSD) vehicle management plan, and drill and blast pop up scaffold issues with access ladders. Scaffolding rectification works were undertaken with workes reallocated to other parts of the Project.	Worksite	Major Disruption	3
10/11/2023	10/11/2023	(IR Timeline) HSR Event, Roma Street missing handrail	HSR claim at the Roma Street Site in relation to a missing handrail at services building resulting in work stopping for one hour.	Worksite	Major Disruption	1
10/23/2023	10/23/2023	(IR Timeline) HSR Event, Albert Street boom pump	HSR concerns with reinstallation of both concrete pump booms after a recent pipe rupture incident. The concerns related to the boom pump lifting procedure.	Worksite	Major Disruption	1
11/22/2023	11/22/2023	(IR Timeline) HSR Event, Boggo Rd concrete pour cancelled	HSR intervention led to Boggo Road Site concrete pour cancellation. The issue related to a traffic controller issues raised the day before. (CFMEU delegates looked at the Traffic Management of the site, alleging that CBGU were non-compliant).	Worksite	Major Disruption and Cost Impact	1
12/6/2023	12/6/2023	(IR Timeline) HSR Event, Boggo Rd dust	HSR claims at Boggo Road Site in relation to silica dust, B3 level closed as a result. CBGU addressed claims and work recommenced.	Worksite	Major Disruption	1
12/7/2023	12/7/2023	(IR Timeline) HSR Event, W'gabba rigging	HSR claims in relation to Woolloongabba Site rigging.	Worksite	Major Disruption	1
12/14/2023	12/14/2023	(IR Timeline) HSR Event, Boggo Rd traffic control	HSR claim in relation to Boggo Road Site traffic control. Altus worker was seen on night shift talking on a mobile, while directing traffic. The worker was a CFMEU member and CFMEU went into support them. Altus managers didn't let CFMEU into their office. Police were called. CFMEU then required all traffic controllers at the Boggo Road Site to be toolboxed resulting in no concrete being poured for two days.	Worksite	Disruption to Work on site	1
1/4/2024	1/4/2024	(IR Timeline) HSR Event, Boggo Rd Heat	HSR claims in relation to heat at Boggo Road Site.	Worksite	Disruption to Work on site	1
1/5/2024	1/5/2024	(IR Timeline) HSR Event, W'gabba amenities	HSR claims in relation to Woolloongabba Site amenities causing only minimal work to occur on surface. Water lines were damaged or blocked resulting in restricted access to drinking water.	Worksite	Disruption to Work on site	1
1/11/2024	1/11/2024	(IR Timeline) HSR Event, Albert St gas	HSR claims in relation to gas at Albert Street Site following evacuation that occurred on the previous day. Evacuation was caused by a worker at the bottom of the access shaft mixing a cleaning chemical with water resulting in the release of fumes which set of gas detection alarms. Woolloongabba Site and Roma Street Site were evacuated as a precaution however workers returned back to work later the same day.	Worksite	Major Disruption	1
1/16/2024	1/16/2024	(IR Timeline) HSR Event, Boggo Rd amenities	HSR claims in relation to the Boggo Road Office Site cleaners not having an up to date Safe Work Method Statement (SWMS).	Worksite	Disruption to Work on site	1
1/18/2024	1/22/2024	(IR Timeline) HSR Event, Albert, Boggo, Roma, SAW, TFN, TFS and W'gabba heat	HSR led disruptions at multiple sites as CBGU would not adopt the CFMEU heat policy.	Worksite	Major Disruption	5
1/22/2024	1/22/2024	(IR Timeline) HSR Event, W'gabba amenities	HSR claims in relation to heat at Woolloongabba.	Worksite	Major Disruption	1
1/29/2024	1/29/2024	(IR Timeline) HSR Event, Albert, Boggo and W'gabba heat/amenities	HSR event at multiple sites. Boggo Road Site reported 30 Degrees at 100% humidity. Woolloongabba Site reported in excess of 29 Degrees at 75% humidity. Albert Street Site reported high temperatures at Lot 3, work stopped at B0.5, B1 and Rocktown but continued at B4 with Kone remaining on site.	Worksite	Major Disruption	1
1/30/2024	1/30/2024	(IR Timeline) HSR Event, Albert, Boggo and W'gabba heat/amenities	HSR Event, Albert Street, Boggo Road and Woolloongabba Sites relating to heat and amenities.	Worksite	Major Disruption	1
1/31/2024	1/31/2024	(IR Timeline) HSR Event, Albert St heat	HSR led disruption, with CFMEU undertaking heat monitoring in cavern. CFMEU alleged that the heat reached their triggers so they shut down the cavern. This resulted in shutting down all sites given the cavern is part of the evacuation strategy. All workers left site.	Worksite	Major Disruption	1
2/2/2024	2/7/2024	(IR Timeline) HSR Event, W'gabba heat	HSR led disruption at Woolloongabba Site as CBGU would not adopt CFMEU heat policy. CFMEU said that workers would wear shirts and shorts going forward, against the Personal Protective Equipment (PPE) requirements rules. All workers left site. Nightshift Friday and Saturday shift were cancelled.	Worksite	Major Disruption	6
2/2/2024	2/2/2024	(IR Timeline) HSR Event, Albert, Boggo, W'gabba heat	HSR led disruptions at multiple sites as CBGU would not adopt CFMEU heat policy. A number of workers wore shorts and CFMEU reps asked for a risk assessment to show how long pants in the heat are compliant.	Worksite	Major Disruption	1
2/5/2024	2/6/2024	(IR Timeline) HSR Event, Albert, Boggo, Nthrn Portal, Roma and SAW heat	HSR claims at multiple sites in relation to heat. A number of workers arrived on site wearing shorts and t-shirts.	Worksite	Major Disruption	2
2/6/2024	2/7/2024	(IR Timeline) HSR Event, Albert St crane and electrical	6 February a union delegate addressed Lot 3 workers reminding them that other sites are united on CFMEU heat policy and are not working. Crane crew left following discussion along with a minority of other workers leading to cancellation of planned crane works. 7 February Lot 3 works stopped due to an electrical issue on ground level relating to monthly test of switch boards.	Worksite	Major Disruption	2
2/14/2024	2/14/2024	(IR Timeline) HSR Event, Yeerongpilly roof access	HSR claim at Yeerongpilly Site by CFMEU and Plumbers in relation to using elevated work platforms to access the centre roof, deeming it is unsafe from an emergency response perspective.	Worksite	Major Disruption	1
2/15/2024	2/15/2024	(IR Timeline) HSR Event, Albert, Boggo, Roma, SAW and W'gabba heat	HSR claims in relation heat and workers left to attend a protest in relation to heat policy.	Worksite	Major Disruption	1
2/23/2024	2/23/2024	(IR Timeline) HSR Event, Boggo Rd and W'gabba heat	HSR claims relating to heat at Woolloongabba Site and Boggo Road Site. Woolloongabba Site reported readings over 35 degrees with works stopping on surface, station box, B4 as well as some areas in BOH basements.	Worksite	Major Disruption	1
3/5/2024	3/5/2024	(IR Timeline) HSR Event, Roma St possible asbestos	HSR claims in relation to possible asbestos. Material was taken away and a negative result was returned.	Worksite	Major Disruption	1
3/6/2024	3/6/2024	(IR Timeline) HSR Event, Roma St dust	HSR claims in relation to dust.	Worksite	Disruption to Work on site	1
4/18/2024	4/18/2024	(IR Timeline) HSR Event, Roma St air quality	HSR claims in relation to air quality in the tunnel as a result of rail grinding activities that was undertaken at night.	Worksite	Major Disruption	1
5/22/2024	5/24/2024	(IR Timeline) HSR Event, Boggo Rd concrete pour	HSR intervention in relation to night time lighting generally across the site. Rigger twisted their ankle, later identified as a broken fibular. CFMEU and Electrical Trades Union (ETU) inspected the area advising they have raised issues around lighting. Concrete pour placed on hold as a result.	Worksite	Major Disruption and Cost Impact	1
6/11/2024	6/11/2024	(IR Timeline) HSR Event, Boggo Rd scaffolding	Workers identified that scaffolding may have been modified by non-authorised personale. CBGU and HSR investigated claim with HSR stopping works.	Worksite	Major Disruption	1
6/19/2024	6/19/2024	(IR Timeline) HSR Event, Roma St crane	HSR sent workers home in relation to an incident where a crane load 'grazed' scaffolding, leading to crane operation delays.	Worksite	Major Disruption	1
7/23/2024	7/31/2024	(IR Timeline) HSR Event, Albert, Roma, W'gabba critical works cancelled	HSR led disruptions Roma Street and Woolloongabba Sites, resulting in critical works to be cancelled.	Worksite	Major Disruption and Cost Impact	9
7/23/2024	7/29/2024	(IR Timeline) HSR Event, Albert St concrete pour cancelled	HSR intervention led to Albert Street Site concrete pour cancellation.	Worksite	Major Disruption and Cost Impact	7

Fair Work Ombudsman

CFMMEU penalised for right of entry breaches

28 July 2023

The Federal Circuit and Family Court has imposed a total of \$225,320 in penalties against the Construction, Forestry, Maritime, Mining and Energy Union (CFMMEU) and two union representatives for unlawful conduct at a site on the Queensland Cross River Rail project.

The penalties are the result of legal action commenced by the Australian Building and Construction Commissioner (ABCC).

The CFMMEU has been penalised \$204,000, CFMMEU Queensland State Secretary Michael Ravbar has been penalised \$9,320, and former CFMMEU official Andrew Blakeley has been penalised \$12,000.

The Court made a personal payment order against Mr Ravbar.

The CFMMEU, Mr Ravbar and Mr Blakeley defied right of entry laws in the Fair Work Act on two separate construction sites forming part of the Queensland Cross River Rail project.

The conduct occurred in Brisbane, at the Woolloongabba Station site on 19 August 2021 and at the Roma Street Station site on 24 August 2021.

In both instances, the conduct involved Mr Ravbar and Mr Blakeley being involved in failing to observe protocols when entering the sites, such as completing a visitor induction; taking a vehicle and trailer onto the sites without authority; and setting up a BBQ for workers at the sites without authority from the site occupiers, which interrupted work at the sites.

Mr Blakeley made physical contact with a representative of the site occupier when he entered the Woolloongabba Station site.

In explaining the personal payment order against Mr Ravbar, Judge Salvatore Vasta said Mr Ravbar's position was "one where he should have been setting an example of adherence and compliance with the law".

"The actions of (Mr Ravbar) were bad enough on 19 August 2021 and, there is little doubt that, he would have known that he had just contravened section 500 of the Fair Work Act," Judge Vasta said.

The Fair Work Ombudsman acknowledges the Traditional Custodians of Country throughout Australia and their continuing connection to land, waters, skies and communities. We pay our respects to them, their Cultures, and Elders past and present.

"To then blatantly contravene in the exact same manner some five days later, illustrates why the deterrent aspect of the imposition of the pecuniary penalty must contain the necessary sting or else it will not be an effective deterrent at all."

Under federal legislation, responsibility for the case transferred from the ABCC to the Fair Work Ombudsman in December 2022.

Acting Fair Work Ombudsman Kristen Hannah said court penalties are important to affirm the seriousness of breaching right of entry laws in the building and construction sector.

"Consistent with other industries, in commercial building and construction the Fair Work Ombudsman will investigate reports of non-compliance and hold to account those who are acting outside the law," Ms Hannah said.

All building and construction industry employers and employees can seek workplace information, advice and assistance from the Fair Work Ombudsman. Find out more at [Important information for the building and construction industry](https://www.fairwork.gov.au/newsroom/news/important-information-for-the-building-and-construction-industry) (www.fairwork.gov.au/newsroom/news/important-information-for-the-building-and-construction-industry).

Employers and employees can also visit www.fairwork.gov.au or call the Fair Work Infoline on **13 13 94** for free advice and assistance. An interpreter service is available on **13 14 50**.

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For TTY: 13 36 77. Ask for the Fair Work Infoline 13 13 94

Speak & Listen: 1300 555 727. Ask for the Fair Work Infoline 13 13 94

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APPENDIX A: Timeline of Enterprise Bargaining and Industrial Action

- **15 October 2023**
Two enterprise bargaining agreements (AWU/CPB Contractors) expired.
- **Late 2023**
Enterprise bargaining negotiations began between CPB Contractors and unions (AWU and CFMEU).
- **Early 2024**
CFMEU and AWU submitted logs of claims.
 - CFMEU: 47 items
 - AWU: 15 items
- **22 April 2024**
CFMEU ballot for Protected Industrial Action (PIA) was ratified.
- **30 April – 3 May 2024**
Four days of initial PIA occurred, including full work stoppages and blocked site access.
- Subcontractors and workers were subject to intimidation tactics, including blocked access and picket lines. As a result, some subcontractors could not attend site due to the escalating disruption and inability to safely access sites.
 - **1 May 2024:** Federal Court issued injunction preventing CFMEU from locking out workers.
 - **2 May 2024:** Site access restored.
- **June 2024**
CPB provided draft enterprise agreements (TSD and RIS) to CFMEU and AWU.
- **12 July 2024**
Further PIA, involving **one-hour rolling work stoppages**.
- **16 July – 31 July 2024**
Sixteen days of additional PIA took place.
- **18 July 2024**
Federal Court issued injunction preventing CFMEU delegates from being within 15 metres of site entries or photographing workers/vehicles.
- **30 July 2024**
CPB engaged directly with RIS employees to vote on the proposed RIS agreement.
- **10 August 2024**
RIS enterprise agreement approved by >70% of workers.
 - CPB obtained Fair Work Commission (FWC) interim order for subcontractor workers to return to work on RIS and TSD sites.
 - No further PIA occurred on RIS sites after this date.
 - **Total of 40 days of PIA recorded for RIS.**

- **20 August 2024**
RIS enterprise agreement submitted to the FWC.
- **11 October 2024**
FWC approved RIS enterprise agreement.
- **23 August – 16 December 2024**
Ongoing PIA actions continued on **TSD sites**.
 - **Total of 148 notified PIA days for TSD.**
- **7 and 30 September 2024**
CPB's proposed TSD enterprise agreement was voted down twice.
- **27 November 2024**
 - CFMEU and ETU led a rally protesting the Queensland Government's suspension of BPIC for new state projects (CRR is not a BPIC project).
 - Site productivity impacted.
- **13 December 2024**
 - Third vote on TSD agreement (CPB direct workforce agreement) passed with >90% support.
 - CPB successfully finalised and signed new Enterprise Agreements directly with its workforce, without CFMEU endorsement.
- **20 December 2024**
TSD agreement lodged with the FWC.
- **31 January 2025**
FWC ratified the TSD enterprise agreement.

Summary of PIA:

On **30 April 2024**, widespread CFMEU-led protected industrial action occurred across all TSD and RIS Project sites, resulting in significant site disruptions and complete work stoppages at many locations. The Union's actions included chaining and locking gates, establishing picket lines, blocking site entries and exits, and erecting protest signage and flags. In some areas, CFMEU members arrived masked and dressed in black clothing, further escalating tensions on site.

Sites most heavily impacted included Albert Street, Boggo Road, Woolloongabba, and Roma Street, where CFMEU delegates physically prevented access. At Boggo Road, picketers were present from 3am, prompting CBGU (a Project contractor) to instruct workers to avoid the site entirely. Workers across sites were intimidated, and subcontractors such as Rocktown issued stand-down notices due to disruption.

Across Unity sites like Dutton Park, Mayne Yard, Exhibition, and Yeerongpilly, similar tactics were used. Unity's own workers in some locations continued minor operations, but most subcontractors chose not to cross the picket lines. CFMEU set up infrastructure to support longer-term action, including shade tents, portaloos, and BBQ setups at key entry points.

The Courier-Mail ran a front-page headline: "*Held to ransom: CFMEU strikes over \$240k entry-level pay demands*", highlighting the public and political sensitivity of the action. CFMEU also held a press conference at Albert Street during the day.

There were reports of property damage, including vandalised CCTV cameras, removed fences, and damaged DAMSTRA readers. Across the program, major work activities,

deliveries, and concrete pours were placed on hold.

On **1 May 2024**, CFMEU-led industrial action escalated further, with continued full work stoppages across nearly all TSD and RIS Project sites. Picket lines remained in place at major locations including Roma Street, Boggo Road, Woolloongabba, and Albert Street, where access was again physically blocked by union delegates. At Albert Street, an inflatable “Union Rat” with a sign “sign the EBA” was installed, and an inflatable “Fat Cat” was installed at Woolloongabba. Additional disruptions were recorded at Southern Portal, Clapham Yard, and Rocklea station, while tensions at Dutton Park intensified with a reported physical altercation involving union members, prompting police attendance and withdrawal of staff due to safety concerns.

Union presence was sustained and coordinated, with tents, signage, and protest infrastructure set up at virtually all impacted sites. There were reports of gates being glued shut or chained, and workers were instructed to either work remotely or stand down. Despite sites like Roma Street remaining officially “open,” no work occurred due to union blockades. QR cancelled Protection Officer shifts at several locations, while subcontractors demobilised equipment entirely.

Union activity continued across most TSD and RIS sites on **2 May 2024**, although visible blockades and access restrictions had begun to ease. Most sites were officially open and technically operational, with physical access restored and locked gates removed. However, union presence remained strong, and intimidation tactics reportedly continued to discourage workers and subcontractors from returning. CFMEU infrastructure - tents, signage, flags, and BBQ setups - remained in place across key locations, and some sites saw increased CFMEU representation despite the removal of physical blockades.

Sites such as Albert Street, Roma Street, and Boggo Road saw a reduction in CFMEU numbers but minimal workforce attendance, as many subcontractors opted not to return due to ongoing threats. At Woolloongabba, the situation escalated further with a CFMEU official reportedly gaining illegal site access using another person’s credentials. At Dutton Park and Yeerongpilly, no work resumed, with previous confrontations appearing to deter any return to site. A small number of sites including Clapham Yard, Mayne Yard, and Rocklea station saw partial resumption of minor works such as clean-up and inspections, though full operations remained on hold as worker safety was assessed.

By Friday **3 May 2024**, industrial action across TSD and RIS Project sites remained active, but some sites began showing early signs of partial recovery, while others remained stalled. Although most sites were officially open, significant intimidation from union representatives and a strong picket presence continued to prevent full-scale resumption of work. Physical access was largely unimpeded, but CFMEU members were reported at nearly all key entry points, often engaging in demonstrations or surveillance of returning workers.

At sites like Albert Street, Roma Street, and Boggo Road, no work took place despite open gates and management efforts to hold prestarts. The return of symbolic protests, such as the “Grim Reaper” procession at Albert Street and the display of personal photos of CBGU staff at Boggo Road, added to the heightened tension. Woolloongabba saw the largest worker turnout of the week but still had no operational work, aside from surveying and cleaning tasks. Reports also emerged of union members using amenities, blocking traffic, and displaying new signage calling for heat policy changes and worker safety measures.

Several sites, including Dutton Park, Clapham Yard, and Exhibition, moved into partial work mode with limited crews performing clean-up or preparatory tasks, though subcontractors generally abstained from active work. Police were called to Dutton Park after CFMEU attempted to access site offices and serve entry forms, contributing to staff leaving the site.

PIA resumed briefly on **12 July 2024** with limited impact, but it was on Tuesday **16 July 2024** that CFMEU-led industrial action escalated significantly, disrupting multiple major TSD and RIS Project sites.

Key inner-city locations such as Albert Street, Roma Street, Boggo Road, Woolloongabba, and Exhibition station experienced complete work stoppages, with zero workforce attendance reported despite gates remaining physically open in some cases. Union presence was strong at these sites, particularly during early morning hours, with CFMEU delegates reportedly discouraging workers from entering. While some sites did not see active picketing, union influence remained evident through verbal pressure, symbolic signage, and physical presence near entry points. CBGU communications indicated that workers were being told not to enter by the CFMEU, contributing to the absence of subcontractors and the halting of prestarts at multiple locations.

During this period, CPB Contractors continued attempts to resolve the dispute. Draft enterprise agreements were provided in June 2024. On **18 July 2024**, the Federal Court issued an injunction barring union delegates from being within 15 metres of site entries or photographing workers and vehicles.

On **10 August 2024**, the RIS enterprise agreement was approved by over 70% of workers and there was no further PIA on RIS sites after this date. The RIS enterprise agreement was submitted to the FWC on **20 August 2024** and approved on **11 October 2024**.

A total of 40 days of PIA was recorded on RIS.

Industrial action on TSD sites persisted. Two votes on the proposed TSD enterprise agreement were rejected on 7 and **30 September 2024**. The third vote on the TSD agreement was approved by over 90% of workers on **13 December 2024**. Ultimately, the CFMEU was unable to secure majority support from the workforce to progress its bargaining position. CPB successfully finalised and signed new Enterprise Agreements directly with its workforce, without CFMEU endorsement.

The agreement was lodged with the Fair Work Commission on **20 December 2024** and ratified on **31 January 2025**. 148 notified PIA days had been recorded on TSD.

Ekka train rides held to ransom by union

New hit as Labor ditches CFMEU

Jessica Wang

Vanda Carson

The thousands of Queenslanders who usually catch the train to the Ekka next month may have to catch buses to the iconic event due to this week's tense CFMEU protests at the partially built Ekka station as part of the Cross River Rail project, a court has heard.

In submissions to the Federal Court in Brisbane yesterday, Shannon Moody, counsel for CPB Contractors Pty Ltd (CPB), the Cross River Rail (CRR) lead contractor, told Justice Berna Collier that the "chilling effect" of the union's harassment of CPB staff and CRR subcontractors could also put at risk the plan to "test" the "first train" to travel under Brisbane in the new railway tunnels on July 27 and 28.

Ms Moody quoted from the affidavit of CPB staffer Terry Prior stating that work must occur on the CRR in coming days or this vital train test could be aborted.

Mr Prior alleges that "critical" deadlines are missed because "a substantial number of" the 1500 to 2000-strong subcontractor workforce aren't showing up to work due to "the intimidation and harassment tactics of the CFMEU".

Mr Prior believes the CFMEU intimidation and threats to subcontractors denies the CRR project the workforce it needs to continue its operations and meet its objectives, Ms Moody said.

As part of her bid for an urgent injunction, Ms Moody submitted the CFMEU had taken widespread industrial action with picket lines across 16 sites. She claimed that CPB staff and contractors have been threatened to have their photo shared on a WhatsApp group if they cross the CFMEU's picket lines, and they had been called "scum" and "grubs" both orally and in placards.

She made the submissions as part of CPB's bid to get an injunction banning the militant union from intimidating and harassing CPB staff, including by taking photos or videos.

Justice Collier has retired to



SATURDAY

The inside story of how the militant CFMEU engineered its stronghold on Queensland's construction industry

CFMEU strikers at the Cross River Rail construction site on Roma St, Brisbane, on Thursday. Picture: Liam Kidston

consider whether she will grant the injunction, and her decision is expected late on Thursday night or Friday morning.

Ms Moody told the court that the alleged intimidation of workers by the CFMEU had occurred at three CRR sites including at the Roma St entrance of the Brisbane City Cross River Rail site, the Albert St entry and the entry on Vulture St in Woolloongabba.

Ms Moody has asked the court to ban the CFMEU's officials, delegates and staff from intimidating or harassing people, or blocking the points of entry, at the CRR work site, submitting that the union was liable because their actions were "co-ordinated" across sites.

But barrister Charles Massy, for the union, denied the union had "organised" any intimidation, saying that CPB

had only reported incidents at three sites out of a total of 16 around the city.

"If this was being organised by my client then you would see it occurring everywhere, the fact that it is not rather suggests that it is individuals who are overstepping the mark and getting carried away but not conduct which is being organised by the union," Mr Massy said.

CPB staffer Murray Leslie Harris told the court that men wearing black hoodies with white CFMEU lettering told him "stand with your brothers and sisters, and don't cross the picket line" when he tried to enter the CRR site on Tuesday.

He was unable to identify whether these men were delegates of the union or not.

"So people have taken hoodies from the CFMEU and are wearing them or are friends of the CFMEU or

something?" Justice Collier asked Mr Massy.

"They are available for sale. They are part of the merchandise that the union sells," Mr Massy replied.

Mr Massy said that the court could not make a wide-ranging order restricting the movements of its 13,000 to 15,000 Queensland construction division members because the union is not legally responsible for their conduct.

Mr Massy said that the court can only make orders against the union itself and named respondents to the injunction application.

Mr Massy said he would not oppose the court making an order banning the union and its officers, delegates and staff from photographing or recording people or vehicles entering or leaving CRR sites.

Ms Moody earlier alleged that the CFMEU called the

general manager of a concrete company which had sent three concrete trucks to a CRR site this week, and told him that "if they continue to pump concrete they would be blackballed in Queensland". Mr Massy said he had a statement from the concrete company official denying the claim.

A Cross River Rail Delivery Authority spokesman confirmed it was possible the new Exhibition Train Station could be opened temporarily for this year's Ekka pending some final works.

"Of course, any delays to work or unforeseen impacts at this critical stage make it more challenging to be able to open Exhibition station safely for Ekka," he said.

"We will ensure that confirmation of the station's readiness is provided well in advance of the show, so people can plan ahead."

The embattled Construction, Forestry and Maritime Employees Union (CFMEU) has been suspended by Labor's national executive and barred from giving political donations, after days of explosive allegations of corruption, and the union's links to organised crime.

ALP national secretary Paul Erickson said the suspension would be enforced "until further notice" and apply to the union's construction divisions in NSW, Victoria, South Australia and Tasmania.

"The No.1 job of any union and its officials is to look after its members. The reported behaviour is the complete opposite of this," he said in a statement. "The national executive has taken note of the general manager of the Fair Work Commission's statement that, among other things, he is seeking advice about making an application to place the branches of the CFMEU into administration."

"The ALP national executive will consider extending the suspension of affiliation to other branches of the construction division should they be placed into administration."

Australian Council of Trade Unions secretary Sally McManus (inset) has said that concerns had been raised for her safety, given her stance on the embattled union.

ABC journalist Patricia Karvelas said: "You're taking on a powerful force, are you concerned about your personal safety?"

"Well, a few people have raised that with me. I'll tell you this. We will do what's necessary," Ms McManus said.

Ms McManus said the ACTU had not been aware of alleged corruption at the union before the claims were made in Nine media reports.

She said the union peak body had a history of holding the CFMEU to account, referencing her calls for CFMEU Victorian boss John Setka to stand down in 2019.

"John Setka hates our guts, hates my guts, hates (ACTU president Michelle O'Neil's) guts, the ACTU as well," she said.

QLD BRANCH BOSS CLAIMS SUPPORT FOR STAND AGAINST 'OVERREACH'

Other Queensland unions are backing the CFMEU's resistance to being put under administration, according to branch boss Michael Ravbar.

But the head of Queensland's union peak body has indicated support to "root out" possible criminal elements in the construction union across the board.

The ALP national executive on Thursday unanimously agreed to suspend the

CFMEU construction division's affiliation to party branches in NSW, Victoria, South Australia and Tasmania.

ALP national secretary Paul Erickson affirmed the executive would consider "extending the suspension of affiliation to other branches of the construction division should they be placed into administration".

It means the CFMEU

remains affiliated to Queensland Labor until an application is made to install administrators to the Queensland arm.

Mr Ravbar said he had been "overwhelmed by the messages of support" the union had received from "fellow Queensland union leaders" in response to what he called Mr Albanese's "overreach".

"Astute union leaders can

see this is no longer about crime or corruption," he said.

We're receiving messages of support from some unlikely bedfellows who understand that principles should not be sacrificed for political witch-hunts and personal agenda," he said.

The CFMEU has not named the union leaders it has claimed support them.

Queensland Council of Unions general secretary

Jacqueline King said there was "no place" for criminality in unions, and allegations levelled at the construction arm of the CFMEU in other states was tarnishing the whole movement.

The construction arm of the CFMEU is one of the only Labor-aligned unions in Queensland to not be a member of the QCU after leaving of its own accord in 2018.



QCU's Jacqueline King.

GN-77

This was published 1 year ago

Milestone Brisbane underground rail test cancelled amid union tensions



Tony Moore

July 24, 2024 7:29pm



Listen to this article

3 min

The milestone first test of a train travelling 27 metres under Brisbane as part of Queensland's biggest infrastructure project has been cancelled amid industrial action.

CPB, the major contractor on Brisbane's \$6.3 billion Cross River Rail project, planned this weekend to test a train on the underground rail line.

The train was due to enter the northern portal, near the RNA Exhibition Grounds, and travel to the underground Roma Street station platform.

The first train to run under the new Roma Street Station has been delayed 'due to recent interruptions to work flow.' TONY MOORE

It would have been the first "live test" of a train entering the underground section of the Cross River Rail section on the SEQ Rail network.

"Plans to test a train this weekend in one of Cross River Rail's twin tunnels will be rescheduled to a later date, given recent interruptions to work schedules," a Cross River Rail Delivery Authority spokesman said.

Brisbane Times understands the delay will also have a flow-on effect to trials of the automatic train control system.

Transport Minister Bart Mellish said he wanted the project put back on track.

“It is my expectation that the contractor and relevant unions resolve this dispute as quickly as possible,” Mellish said.

“I will be asking the Delivery Authority to work with the contractor to mitigate any impacts to the overall schedule.”

The Federal Court was told last week that ongoing industrial action by the CFMEU threatened to delay the first underground train tests.

The Roma Street CFMEU picket line on Wednesday. The first train to go underground in Brisbane has been delayed because of ‘interruptions to work schedules’, Cross River Rail’s lead contractor CPB says. TONY MOORE

The court last week [imposed fresh restrictions](#) on CFMEU representatives who were allegedly intimidating non-union workers entering worksites.

While picket lines were shifted back from entrances, the CFMEU still has an ongoing presence on worksites.

A CFMEU spokesman said the delays were not the union’s fault, contrary to what CPB’s lawyers claimed in court.

“Cross River Rail workers have taken protected industrial action for one week,” the spokesman said.

RELATED ARTICLE



Development

Roma Street to the Gabba in under 4 minutes: Taking Brisbane’s underground in 2026

“CPB is years behind schedule. It is typical of CPB to try to blame workers to cover for its own incompetence.”

Delivery Authority chief executive Graeme Newton had told this masthead the second half of 2024 included [progressive testing of the rail line and systems](#).

“Then the final thing – the ultimate test – is putting a train in very slowly to make sure that everything goes all right,” Newton said.

Train control contractor Hitachi Rail has already run 1100 Shorncliffe Line track and lab tests on the new European Train Control System, which will guide trains on the new network.

The project was delayed until “first quarter of 2026”, and a [cost blowout of \\$960 million](#) confirmed after supply chain problems were confirmed by previous minister Mark Bailey a year ago.

MORE: [Public Transport](#) [Cross River Rail](#) [CFMEU](#)



[Tony Moore](#) is a senior reporter at Brisbane Times and covers urban affairs and the changing city. Connect via [X](#), [Facebook](#) or [email](#).

1

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GN-78

Form 59
Rule 29.02(1)

Affidavit

No. QUD189 of 2024

Federal Court of Australia
District Registry: Queensland Registry
Division: Fair Work

CPB Contractors Pty Ltd

Applicant

Construction, Forestry and Maritime Employees Union and Anors

Respondents

Affidavit of: **Terence (Terry) Prior**

Address: Level 3, North Tower, 339 Coronation Drive, Milton, QLD 4064

Occupation: Industrial Relations Manager, CPB Contractors Pty Ltd

Date: 17 July 2024

I Terence (Terry) Paul Prior, Industrial Relations Manager (CPB Contractors Pty Ltd), affirm:

1. I am employed by the Applicant in these proceedings (CPB) in the role of Industrial Relations Manager on the Cross River Rail (CRR) Project. I am authorised to give this affidavit.
2. This is my second affidavit in these proceedings.
3. On 10 July 2024 the Applicant received two notices from the Construction, Forestry and Maritime Union of Employees (CFMEU) purporting to give notice under s. 414 of the *Fair Work Act 2009* (Cth), of the intention of its members to take protected industrial action commencing from 16 July 2024. The nature of the purported protected industrial action was set out in those notices, and:
 - (a) The first notice was said to be issued authorised by the declared results of the protected action ballot order made by the Fair Work Commission in matter

Filed on behalf of (name & role of party) CPB Contractors Pty Ltd, the Applicant

Prepared by (name of person/lawyer) Malcolm Davis

Law firm (if applicable) Ferrous Advisory

Tel [REDACTED] Fax [REDACTED]

Email [REDACTED]

Address for service [REDACTED]
(include state and postcode)

[Version 3 form approved 02/05/2019]

B2024/261 to members of the CFMEU employed by the Applicant who would be covered by the *CPB Contractors Pty Ltd Cross River Rail (Tunnel, Station and Development – Pulse Partnership Works) Agreement 2024-2028*; and

- (b) The second notice was said to be issued authorised by the declared results of the protected action ballot order made by the Fair Work Commission in matter B2024/260 to members of the CFMEU employed by the Applicant who would be covered by *CPB Contractors Pty Ltd Cross River Rail (Rail Integration and System – Unity Alliance Works) Agreement 2024-2028*.

Copies of these documents are annexed and marked **TP-1**.

4. The CRR Project is currently behind schedule but there are a number of critical elements to the project that are very time sensitive, which if delayed have a compound impact on the critical path for completion. One of those critical elements is the programming of the testing of the first train to travel within the newly constructed tunnels under Brisbane. The first train has been scheduled to be run through the tunnel next Saturday and Sunday the 27 and 28 July 2024. In the coming days it is critical that the necessary preparations to receive that first train are completed. The works that are currently underway must be completed to ensure that the first train can be received into the tunnels and be tested on those days. The number of CPB employees who could legitimately be engaged in protected industrial action is relatively small (of the order of 170 workers) compared to the very significant contractor workforce, which the project relies on day to day, which is typically in the range of 1500 - 2000 each day. Given my role on the project and my day to day interactions with both CPB direct employees and the greater subcontractor workforce the intimidation and threats made against the subcontractor workforce plays a fundamental role in denying the project the workforce it needs to continue its operations and meet its critical path objectives, for the project. In particular, the Exhibition Station is currently being refurbished in preparation for EKKA, and that as a consequence of the conduct engaged in by the respondent Union of recent days, in breach of the Injunction that is currently in place, two days and nights of critical construction activity on the station has been lost. We are further instructed that if these critical works are not completed by the end of July, all persons attending EKKA will needed to be bussed.

The Events of 16 July 2024

5. CPB is the head contractor with control over the following constructions sites established for the CRR Project in Brisbane:
- (a) the project site known as the Albert Street Precinct (Lot 1, Lot 2, Lot 3), bound by Mary, Edward, Elizabeth and George Street, Brisbane City (**Albert Street Precinct**);

- (b) the project site known as the Roma Street Precinct, bound by Roma Street, Countess Street and Parkland Boulevard and the Queensland Rail Corridor, Brisbane City (**Roma Street**);
 - (c) the project site known as the Woolloongabba Precinct, bound by Stanley, Main, Leopard and Vulture Streets, Woolloongabba (the **Gabba**);
 - (d) the project site known as the Boggo Road Precinct, bound by Boggo Road, Peter Doherty Street and Boggo Road Busway/ Queensland Rail Corridor in Dutton Park;
 - (e) the project site known as the Southern Area work area, bound by Cornwall Street, Kent Street and Queensland Rail Corridor (**SAW**);
 - (f) the project site Known as the Northern Portal, bound by the Queensland Rail Corridor, Bowen Bridge Road, Gregory Terrace and Kalinga Avenue;
 - (g) Hamilton Yard at 222 MacArthur Avenue, Hamilton;
 - (h) BlueWater Yard at 2-6 Bishop Drive, Port of Brisbane;
 - (i) 271 Gilchrist Avenue, Herston;
 - (j) 33 Lanham Street, Bowen Hills;
 - (k) 48 O'Connell Terrace, Bowen Hills;
 - (l) 58 Chale Street, Yeerongpilly;
 - (m) Corner of Nobel Street and Annerley Road, Dutton Park;
 - (n) Corner of Brooke Street and Pegg Road, Rocklea;
 - (o) Corner of Wilkie Street and Green Street, Yeerongpilly; and
 - (p) 19 Orient Avenue, Pinkenba
6. I am informed by Alicia Wood (Senior Industrial Relations Advisor, CPB) and verily believe that the following took place at Lot 1 of the Albert Street Precinct on 16 July 2024:

- (a) At approximately 4.40am supplies were dropped off at the Lot 1 entrance to the Albert Street Precinct site. These supplies included BBQs, shade covers and eskys. From this time on she started receiving reports that electrical workers from the site were being turned away by CFMEU officials by site entries, with the workers being told "*Site is closed*" and "*Do not cross the picket line.*"
- (b) Two people from the picket counted steps from the front entry of the site to another area at a nearby Café, with the assumption that this was so that shade covering could be placed in this area.

- (c) Dylan Howard was observed outside the site gates. Mr Howard is known to be employed by the CFMEU in the position of 'Civil Coordinator', having previously been a union organiser.
- (d) At approximately 5.20am supervisory and safety workers sought to enter the site. Persons from the picket started filming these workers on their phones, and members of the picket line directed chants and comments to these workers to the following effect:
- i. *"We are doing this for our children"*
 - ii. *"Never cross a picket line"*
- (e) These same workers were called "grubs" and "scum" by members of the picket line for seeking to enter site.
- (f) Some supervision staff, including and in particular an Electrical Supervisor did not enter site, as they felt intimidated. The delegates or officials of the CFMEU in the picket were not known to the supervisory staff and were not workers on the Albert Street Precinct site.
- (g) That Electrical Supervisor commenced work from the St Mary's offices. That Electrical Supervisor was unwilling to provide a statement but stated words to the following effect:
- i. *"I'm concerned for my safety."*
 - ii. *"I won't get another job - I'll be blackmailed if I crossed the picket line and entered site."*
 - iii. *"I won't risk my safety by crossing the picket line"*
- (h) Site workers commenced arriving at the site entry gates from approximately 5.30am, but did not enter site.
- (i) By 6.00am, 1 site worker from the Applicant had entered site for the performance of work. No other workers entered site for the prestart. No workers from subcontractors engaged on the site that day entered site or attended prestart. They remained outside the site entrances.
- (j) At 6.15am the service trade subcontractors left the site. This included Cooke & Dorsett (plumbers), and KME (electrical subcontractors).
- (k) At 6.30am a silver car arrived and parked outside the site entrance. 2 people with CFMEU branded clothing exited the car, and began unloading flags and signs for the members of the picket. Those signs contained various CFMEU and union slogans, and included one that said "CPB grubs".

- (l) By 7.00am the direct hire and subcontractor workers outside the site entries disbursed and left the area.
- (m) By 7.15am the majority of the crowd by the picket had left, and approximately 6-8 CFMEU delegates or officials remained in the picket, where they remained for the day.
7. I am informed by Daniel Lewis (Supervisor, CPB) and verily believe that the following took place at Lot 1 of the Albert Street Precinct on 16 July 2024:
- (a) At approximately 4.55am a picket line of approximately 7-8 people associated with the CFMEU formed near one of the site entrances. The people in the picket line had set up a shade covering and BBQ.
- (b) At approximately 5.15am as Mr Lewis was returning from a nearby office to the site entry, he and persons in his company (Murray Harris, Mat Anforth, and Elliot Ham) were confronted by a number persons in the CFMEU picket. He did not recognise those persons, and they were not workers on the Albert Street Precinct. One member of the CFMEU picket filmed Mr Lewis and his group using their Iphone as they entered site. Members of the picket line shouted words to the effect of "You are not going to cross the picket line", "Stand with your brothers and sisters for better conditions and better rates".
8. I am informed by Murray Harris (Shift Boss, CPB) and verily believe that the following took place at Lot 1 the Albert Street Precinct on 16 July 2024:
- (a) As he was entering the site in the morning (with Mr Lewis), he encountered a CFMEU picket.
- (b) A number of comments were directed at him from CFMEU delegates and persons in the picket, including:
- i. "Don't cross the picket line."
- ii. "Are you going to stand with your brothers and sisters and fight for better wages and conditions?"
- (c) He observed that one of the CFMEU delegates was filming him, using an Iphone.
9. I am informed by James Maher (Superintendent, CPB) and verily believe that the following took place at Lot 1 the Albert Street Precinct on 16 July 2024:
- (a) At approximately 5.10am he received reports site supervisors that a CFMEU picket had formed at the entry to the Albert Street Precinct entry points, and members of that picket were filming and otherwise intimidating workers who were seeking to enter the site.

- (b) Mr Maher followed the supervisors to site. He encountered a number of persons while walking to site who were wearing CFMEU-branded clothing, and in particular black hoodies emblazoned with the words 'CFMEU'.
- (c) A picket had formed outside the entry gate to the precinct. Persons wearing CFMEU branded clothing and members of the picket called out to him encouraging him to join the picket and not enter site.
- (d) Before entering site he paused to speak to a supervisor who was standing near the picket. That supervisor said to him words to the effect of "*They have asked me not to cross the picket line...they are filming...I have to work in the industry [the construction industry].*"
- (e) Mr Maher then sought to enter the site. He unsuccessfully swiped his security access card on the entry gate 3 times, and while doing so, heard directed at him from persons in the picket lines the following comments:
- i. "*Stand with your brothers, don't cross the picket line*"
 - ii. "*This will benefit you too*"
 - iii. "*Think of your family*"
 - iv. "*This is for your kids too*"
- (f) Mr Maher was able to enter the site, and as the door was closing behind him someone from the picket called him a "grub".
- (g) Mr Maher observed that Phil Robinson (General Superintendent) was also seeking to enter site behind him. Similar comments were directed to Mr Robinson as he sought to enter the site.
- (h) As a result of the picket and actions of the CFMEU personnel in the picket, only 1 worker (in addition to the supervisors) entered site and attended the site pre-start meeting.
10. I am informed by Mr Robinson and verily believe that the following took place at Lot 1 of the Albert Street Precinct on 16 July 2024:
- (a) He sought to enter the site at approximately 5.20am. He encountered a picket of approximately 6 people. He did not recognise the people in the picket but observed that they appeared to be associated with the CFMEU.
 - (b) While he was entering his security number in the entry gate, the following comments were directed towards him:
 - i. "*We don't cross picket lines mate.*"

- ii. *"This company is unsafe mate and kills people."*
 - iii. *"Think of your wife and kids. They will appreciate you for not cross the picket line."*
 - iv. *"You're a fucking grub anyway."*
11. At 8.46am Ms Wood emailed me a copy of CCTV footage taken outside one of the entry gates to the Albert Street Precinct at approximately 5.11am that morning. A copy of that video footage is annexed and marked **TP-2**.
 12. There are also pickets on each of the other CRR Project sites, with CFMEU delegates and officials present at the entry points to these other sites.
 13. All the CRR Project sites are presently subject to picket by the CFMEU.

The Events of 17 July 2024


14. I am informed by 3 CBGU JV administration coordinators and verily believe that the following took place at the Roma Street site on 17 July 2024:
 - (a) At approximately 11.41am those employees were re-entering the site after returning from lunch, when they were approached by a person near the entry gate, who had been sitting on one of the chairs in the picket. They did not know the identity of that person. That person said to them: *"We will put your photo on Whatsapp"*.
15. In my capacity as Industrial Relations Manager I receive reports of activities that occur on the project on a daily basis. Annexed and marked **TP-3** is a record, including videos of activities across the sites on 16 and 17 July 2024. In relation to this document:
 - (a) Page 1 of this document contains photos and links to CCTV footage annexed as **TP-2**, and a link to that footage.
 - (b) Pages 2-3 of this document contains photos and links to CCTV footage of events that occurred on 17 July 2024 at the SAW site, whereby the actions of the CFMEU disrupted a subcontractor carrying out a concrete pour.
 - (c) Page 4 of this document contains photos and links to CCTV footage of events that occurred on 17 July 2024 at the Gabba site in which the CFMEU picket blocks the vehicle entry to site.
16. In relation to the matter referred to in 14(b) I am informed by a site Project Manager and verily believe that the relevant subcontractor received a phone call from a CFMEU official who said to him words to the effect of *"If you pump concrete [on the CRR Project that day], you will be black balled in Queensland"*. Shortly thereafter the concrete truck workers ceased work, and the concrete trucks exited the site and no further concrete was poured on that day by that subcontractor. This has caused additional cost expense




and delay to the project. Delays of this kind will have an impact on the critical path objectives of the project and are likely to cause substantial damages and other losses to be incurred by CPB and its joint venturers in the performance of contracted works on the CRR Project.

Affirmed by the deponent
at Brisbane
in Queensland
on 17 July 2024
Before me:

)
)
)
)
)



Signature of deponent



Signature of witness

David Cooper, solicitor

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000.

GN-79(a)



GN-79(b)



GN-80



CROSSRIVER *FAIL*

SAFETY IS THE FIRST CASUALTY

Government regulators
have issued at least

250
enforcement
notices

for safety breaches
since work started

These include safety failures relating to:

- Asbestos contamination and inadequate hazardous material controls
- Failure to properly separate work zones from public access areas
- Excessive dust and noise
- Dangerous access and egress arrangements
- Failure to properly store hazardous chemicals
- Risk of workers falling from heights

Inspectors have
issued more than

30
PROHIBITION
NOTICES

ordering work stop immediately
because of serious safety
breaches

Tunneling work is creating excessive plumes of dangerous silica dust near residential and pedestrian areas



If you have concerns contact the following:

Transport Minister
Mark Bailey: 3719 7300

Cross River Rail:
1800 010 875

CPB: 3215 4600

Workplace Health & Safety
Queensland: 1300 369 915

GN-81

CFMEU

REGIONAL OFFICES
 Darwin – Ph (08) 8981 5280
 Townsville – Ph (07) 4766 8715

CFMEUQ
 State Construction
 & General Division

HEAD OFFICE
 16 Campbell Street
 Bowen Hills QLD 4006
 Ph (07) 3231 4600
 Fax (07) 3231 4699
qntqueries@cfmeu.org

WORK STOPS ON TROUBLED CROSS RIVER RAIL PROJECT

August 7, 2020

ALL work on the government's troubled \$5.4 billion Cross River Rail project halted this morning for a "safety audit" following more than 170 breaches racked up by cut price contractor CPB since work began late last year.

The stoppage came after the forced suspension of work on the project's Albert Street site by government regulators on Thursday afternoon, following the mismanagement of asbestos removal that exposed workers and the public to the deadly dust.

CFMEU assistant state secretary Jade Ingham described the audit as "a pathetic and panicked attempt at window dressing from a contractor that has failed workers, subbies and the people of Queensland at every turn."

"This so-called audit was set for three hours across multiple work sites, and conducted by the same incompetent management team that has overseen this debacle from the start."

"It's a joke – a really bad joke brought to you by the same company that built the Airport Link tunnel – the same tunnel project that tragically killed two workers and that is now the centre of a major lawsuit over construction defects," Mr Ingham said.

"Minister Kate Jones must now intervene and just shut the whole job down, terminate the contract with CPB and appoint a contractor capable of delivering a quality job on time and on budget, and doesn't put the lives of workers and the public at risk in the process."

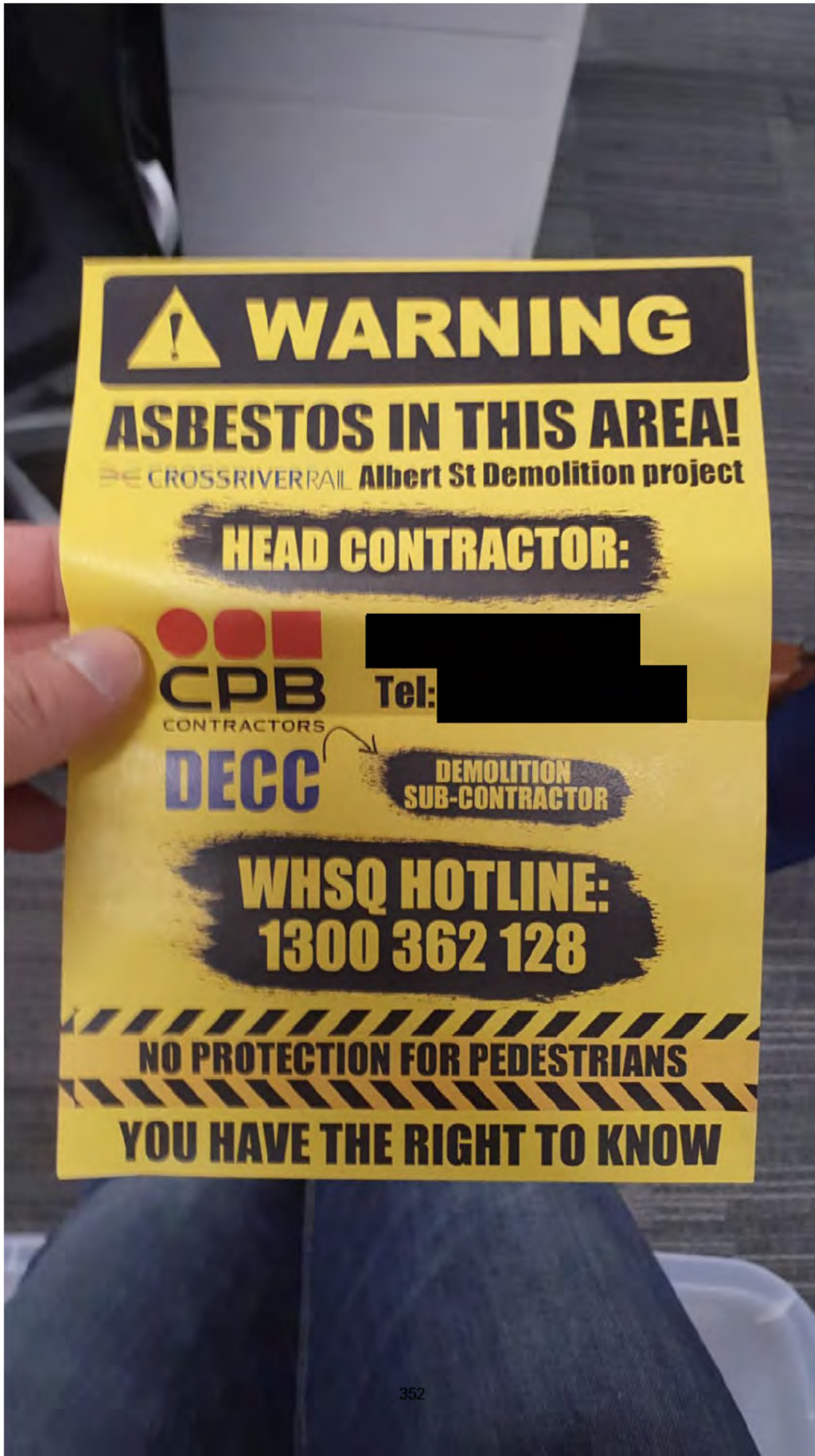
"Quite simply, if CPB is allowed to continue trying to manage this mess, it is only a matter of time before someone is seriously injured or killed."

Yesterday Workplace Health and Safety officers prohibited further work on the Albert Street site because of CPB's failure to manage asbestos risk, and in the past week alone dozens of safety enforcement notices have been issued for failings across the project.

The project wide stoppage follows a crisis meeting of CPB and [parent company] CIMIC executives who flew from Sydney in attempt to rescue the situation.

"No amount of sham 'audits' or corporate weasel words can hide the fact that CPB is dangerously incompetent, financial stretched and simply not up to the job," Mr Ingham said.

"The people of Queensland deserve better, and Minister Jones has the power to fix this."



WARNING

ASBESTOS IN THIS AREA!

CROSSRIVER RAIL Albert St Demolition project

HEAD CONTRACTOR:



CPB
CONTRACTORS

Tel: [REDACTED]

DECC

**DEMOLITION
SUB-CONTRACTOR**

**WHSQ HOTLINE:
1300 362 128**

NO PROTECTION FOR PEDESTRIANS

YOU HAVE THE RIGHT TO KNOW

GN-83

ATTENTION CROSS RIVER RAIL WORKERS AND LOCAL RESIDENTS

! URGENT SILICA DUST SAFETY ALERT:



DANGER! SILICA DUST HAZARD



LINK THE QR CODE AND COMPLETE THE SURVEY TO MAKE YOUR VOICE HEARD

The Cross River Rail project is circulating potentially deadly dust in your workplace and your local neighbourhood. Silica is the asbestos dust of the 21st century, and CPB Contractors' lack of adequate suppression means it may be circulating where you live and work.

Deadly dust fears prompt walk-off at Cross River Rail worksite Brisbane Times
June 29, 2021

'Extremely concerned': Law firm backs calls for action over Cross River Rail dust Brisbane Times
June 29, 2021

WORKERS AND RESIDENTS DESERVE BETTER THAN THIS!

If you are concerned about exposure to silica dust we recommend you contact the following agencies as a matter of urgency:

	Queensland government pollution hotline: 1300 130 372	WorkSafe: 1300 362 120	CFMED Safety Hotline: 1871 3231 4615
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GN-84

CFMEU Construction & General QLD/NT · Follow
July 20, 2022 · 🌐

We've almost lost track of exactly how many safety enforcement notices (it's 200 plus) regulators have issued to CPB's troubled Cross River Rail project. The paperwork is piling up again this week, with WHSQ putting CPB on notice over issues including deficient emergency procedures, poor access/egress and silica dust.

For the second day running yesterday workers in the tunnel were pulled off the job and sent to the sheds while CPB was forced to clean up its own mess. This is simply not good enough on a major government infrastructure project chewing up \$6-7 billion in public money.

Thank you to all the workers who have stood up and contacted the union about safety issues. Despite CPB's attempts to deny union officials access to their job sites, we will always find away to represent our members.



👍 234 354 37 comments 23 shares

👍 Like 💬 Comment ➦ Share

GN-85

CROSSRIVER RAIL & **CPB CONTRACTORS**

NOW HIRING!!

COMMERCIAL DIVERS WANTED

- DO YOU HAVE AT LEAST LEVEL 2 TRAINING AS A COMMERCIAL DIVER WITH CURRENT CERTIFICATION?
- A WELDING CERTIFICATE?
- CAVE DIVING EXPERIENCE?
- ABILITY TO HOLD YOUR BREATH UNDERWATER FOR EXTENDED PERIODS?

THEN CPB'S UNDERGROUND RIVER RAIL PROJECT COULD BE THE JOB FOR YOU!

WHAT WE OFFER:

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- FLEXIBLE ROSTERING (INCLUDING ANZAC DAY)

* MUST BE PREPARED TO SUPPLY YOUR OWN WET SUIT, SNORKEL AND FLIPPERS, AND HAVE UP-TO-DATE LIFE INSURANCE.

ANOTHER "QUALITY" QUEENSLAND GOVERNMENT PROJECT BROUGHT TO YOU BY CPB CONTRACTORS AND AUSTRALIA'S WEAKEST UNION

Queensland Government

AUSTRALIA'S WEAKEST UNION

SUBMISSIVE TOGETHER

APPLY AT YOUR NEAREST DODGY LABOUR HIRE FIRM (DON'T FORGET TO BRING YOUR ABN)

* NOT A REAL JOB AD!

GN-86

From: Joseph Ogilvie [REDACTED]
Sent: Fri 24/09/2021 2:12:47 PM (UTC+10:00)
To: Matt Dennien [REDACTED] Nathan Paull [REDACTED]
Subject: RE: Boggo Road Cross River Rail site
Attachment: 210923- MR - Bailey - Boggo Road breakthrough.docx

CAUTION

This email originates from outside of your organisation.

Hey Matt – release attached... about to give you a call

From: Matt Dennien
Sent: Friday, 24 September 2021 1:51 PM
To: Nathan Paull
Cc: Joseph Ogilvie
Subject: Re: Boggo Road Cross River Rail site

Hi Nathan, and yes -- Joe has indeed.

On that though Joe, editor says there's no issues with Nine around you sending us the release if you weren't planning to pull together a response, as he thought they might bring the story forward to tonight rather than over the weekend.

Not sure if this is what you were referring to as being in the release, but would be good to get some clarity from either of you on when exactly the roadheaders first broke through the respective tunnel openings, if we could? Have images (attached) from Monday morning and this morning (with the tarp over the right-hand-side tunnel).

Union is adamant the tunnel on the left broke through on Sunday but was "patched up" with shotcrete/concrete (the darker texture on the top half) before the breakthrough for cameras this morning, while the right-hand-side tunnel broke through at some other stage on Monday or Tuesday -- judging by pic metadata this would have had to have been Monday. If this is not the case it would be great to know what is.

Best,



On Fri, 24 Sept 2021 at 13:12, Nathan Paull [REDACTED] wrote:

Hey Matt

Thanks for getting in touch. Understand Joe has already given you a call about this.

Cheers

Nathan

Nathan Paull

Director, Media and Communications

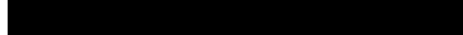
Marketing, Media and Communications



From: Matt Dennien [Redacted]

Sent: Friday, 24 September 2010 11:40 AM
We wish to pay our respects to the traditional owners of this Country and recognise the continuing connection to lands, waters and their communities.

To: Nathan Paull [Redacted] Joseph Ogilvie



Subject: Boggo Road Cross River Rail site

CAUTION
This email originates from outside of your organisation.

Hi all,

Just hoping to get a response to the following by 3pm today if we can:

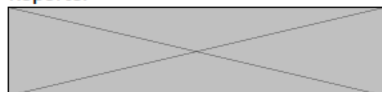
- Why was one of the Boggo Road Station tunnels patched back up after the breakthrough on Sunday, before the media opportunity for channel Nine this morning?
- Is the Minister concerned about essentially stalling work on site for four-days for the opportunity when the union says work is already 13-months behind? Would he dispute this?
- Was the decision made by the Minister, the CRRDA, or CIMIC? Was this in relation to concerns raised by workers on site about conditions including untidiness and wet/muddy accessways previously?

Best,

--

Matt Dennien

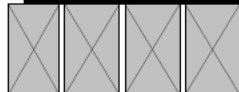
Reporter



M [Redacted]

A 140 Ann St, BRISBANE, QLD, 4000

E [Redacted]



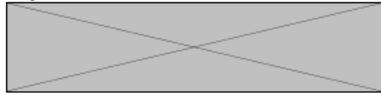
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--

Matt Dennien

Reporter

**M**

A 140 Ann St, BRISBANE, QLD, 4000

E

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Media release

Minister for Transport and Main Roads
The Honourable Mark Bailey MP

For release: 26 September 2021

Cross River Rail's roadheaders break through months ahead of schedule

Two 115-tonne roadheaders have broken through into the cavern of the future Boggo Road station two months ahead of schedule, marking yet another significant milestone for the transformational Cross River Rail project.

Minister for Transport and Main Roads Mark Bailey said the mega machines had excavated almost 900 metres of tunnel each, since launching from Woolloongabba at the start of the year.

"We are reaching milestone after milestone during our massive year of tunnelling," Mr Bailey said.

"These roadheaders have finished carving Cross River Rail's twin tunnels towards Boggo Road two months ahead of schedule— making light work of Brisbane's hard rock at a rate of about 30 metres a week.

"This stretch of tunnelling marks a particularly impressive feat of engineering, with the roadheaders working as shallow as eight metres below ground at some points, including beneath live rail lines.

"With Cross River Rail's massive Tunnel Boring Machines making excellent progress towards the north of the project, this milestone means there is now effectively a tunnel stretching beneath the Brisbane River and CBD all the way from Boggo Road to Roma Street."

Mr Bailey said Cross River Rail was an important part of Queensland's future, as the state's population booms, and it gears up to host the 2032 Olympic and Paralympic Games.

"Major infrastructure projects backed by the Palaszczuk Government are creating jobs and rebuilding Queensland's economy," he said.

"Pumping more than \$4 million a day into the economy, this critical project is helping drive Queensland's economic recovery from COVID-19 and was key to securing the 2032 Olympics.

"When trains start running through the twin tunnels in 2025, more than 7700 workers, including 450 trainees and apprentices can boast they had a hand in building the project - re-defining how people travel across South East Queensland and into the inner city."

Mr Bailey said while the TBMs received the most attention, the project's roadheaders were impressive pieces of machinery in their own right.

"These massive machines and the crews who operate them are really the unsung workhorses of the project, responsible for not only mining the tunnels from Woolloongabba to Boggo Road, but excavating the project's station caverns as well," he said.

Mr Bailey said the first roadheader broke through at Boggo Road on Monday, while the second broke through on Friday.

Meanwhile, work on the future Boggo Road station itself was progressing well, he said.

"The 27-metre-deep station box is now fully excavated and the walls for the station structure itself are being installed.

“The site also boasts two of the world’s strongest tower cranes, each capable of lifting 330 tonnes each – the equivalent of about 47 African elephants.”

Mr Bailey said more than 3000 people were working across the project, including 200 workers in the tunnels between Woolloongabba and Boggo Road, and 360 at the Boggo Road site.

To track Cross River Rail’s roadheaders and TBMs, visit the project’s [website](#).

Boggo Road breakthrough fast facts:

- Two roadheaders have finished excavating Cross River Rail’s twin tunnels between Woolloongabba and Boggo Road.
- The first broke through on Monday (20 September) having excavated 869 metres, while the other completed its 875-metre journey on Friday (24 September).
- The roadheaders are 22-metres long and weigh 115-tonnes.
- Crews operate the roadheaders 24/7.
- The roadheaders have excavated 85,000 cubic metres of spoil for the mined tunnels.
- More than 26,000 cubic metres of spoil was removed to create Boggo Road’s station cavern, while about 145,000 cubic metres of spoil has been excavated from the station box.
- Two M2480D heavy lift luffing cranes on site are the strongest tower cranes in the world, capable of lifting 330 tonnes.
- The future Boggo Road station will be about 19 metres below surface level, feature 220-metre-long platforms and is expected to be used by almost 23,000 people each week day by 2036.
- It will unlock opportunities for further development at Boggo Road, helping the area continue to evolve as a world-class health, science and education precinct.
- The new underground station will integrate with walkways, cycle paths, Park Road station and bus services, providing improved access to both The University of Queensland and the CBD.

ENDS

Media contact: Joe Ogilvie 

GN-87

CFMEU Facebook Post – 7 October 2021

Screen shots from video post (Source: <https://www.facebook.com/share/v/1FWVuR7yzk>)





CFMEU Construction & General QLD/NT

Follow



7 October 2021 · 🌐

If the Cross River Rail Delivery Authority spent more time delivering, and less time on expensive PR stunts, perhaps the troubled project wouldn't be running so far over budget and behind schedule.

A glossy video released by Cross River in recent days celebrates "another milestone" of roadheaders breaking through at Boggo Road. What they don't tell you in the October 1 video is that the tunnel boring machine actually broke through on Sunday, September 24. Workers then spent a week patching up the holes with plastic and shotcrete and prettying up the tunnels for a staged photo shoot with all the banners and big-wigs the following Friday.

Cross River Fail – publicity first ... delivery, local procurement, training and safe, well-paid jobs a distant second.

GN-88

CFMEU

REGIONAL OFFICES
 Darwin – Ph (08) 8981 5280
 Townsville – Ph (07) 4766 8715
CFMEUQ
 State Construction
 & General Division

HEAD OFFICE
 16 Campbell Street
 Bowen Hills QLD 4006
 Ph (07) 3231 4600
 Fax (07) 3231 4699
qntqueries@cfmeu.org

VISA WORKERS FILLING THE JOBS ON CROSS RIVER RAIL

March 12, 2020

FOREIGN workers brought in on temporary visas are filling jobs on the Cross River Rail project that should be open to Queensland construction workers, according to CFMEU assistant state secretary Jade Ingham.

Mr Ingham said the CPB/CIMIC-managed project was using cut-price interstate contractors who were cutting corners by importing cheap foreign labour and depriving Queenslanders of jobs.

“This is a disgrace. We’ve endured a long downturn in the construction sector and there are thousands of highly qualified Queensland workers looking for a job and ready to start.”

“What does CPB do on a \$5.4 flagship government project that was allegedly going to create jobs and stimulate local investment? It takes the cheapest possible option with a raft of secondary contractors using dodgy labour hire arrangements and underpaid – and often exploited – foreign workers.”

“This is not good enough. In fact it is anti-Queensland, runs contrary to the Labor government’s own best practice procurement policy, and flies in the face of everything the government has said about ‘buy Queensland,’ he said.

“We have no problem with people coming to Australia and creating a new life, but it cannot come at the expense of unemployed Queenslanders.”

“What we have here is a predatory multinational exploiting everyone from Queensland taxpayers to temporary visa workers, with Queensland construction workers caught in the middle,” Mr Ingham said.

“This is not how the biggest public infrastructure project ever undertaken in Queensland should be managed.”

GN-89

(yy)

CRRDA Area Managers are present at every Cross River Rail site, regularly communicating with CGBU and subcontractors and sharing regular updates.

These updates can cover things such as site attendance, safety, industrial activity, and project progress.

Prior to protected industrial action, the attendance on sites was on average 1,200-1,300.

Below are updates from the Area Managers in relation to actions observed at picket lines to discourage workers not protected under the PIA from entering.

RSSE update: RSSE: CFMEU area organiser came into Intrec's office just before 10am and let them know about the project wide shutdown. They were told as they are a part of the CRR project they would be included in this. If any workers were seen to be working in the subway "100 cfmeu members would be coming through to stop that". All RSSE works including night shifts and pwd rectification works have been ceased until further notice.

2024/04/30 12:33

RSSE: Intrec have advised they are intending to stand down all works until Tuesday next week. This is on the basis that they do not wish to put their staff in any compromised situation/danger due to escalation of CFMEU actions if works were to continue.

As per discussion yesterday, QPS details were provided to Intrec for their consideration.

2024/05/01 08:31

Albert St: After the court hearing last night, CBGU is considering the site as "open". Prestart was held this morning; however, no attendance from any subcontractors. CFMEU are still intimidating workers who try to enter site with threats. CBGU are gathering evidence in alignment with court order.

2024/05/02 07:00

Roma: Approx worker numbers:

EMP - 15

Outside CBGU office - 40

Outside tunnel turnstile - 10

A few subcontractors have apparently been receiving threats by the CFMEU if they decide to return to work.

ETU have given workers the choice to return to work.

2024/05/02 07:08

Boggo: In response to the Court Order that CFMEU cannot stop entry to CRR sites, DA have been advised from CBGU site contacts that videos/photos are being gathered by CBGU supervisors and directed to their lawyers as needed of any perceived breaches of this order. (ie. a CFMEU car that was parked outside Boggo site gate has been reported). Subcontractor's Management have been reporting back to CBGU that their workers have been targeted with anti social behaviour and threats if they come to work

2024/05/02 12:11

SAW: 5x CFMEU organisers at the gate in Kent st. 6x traffic controllers and 5x Rhomberg (rail sub con) workers waiting outside. Discussions between Rhomberg workers and union reps implies threats when talking about accessing site.

Further background on this (which is pieced together from unofficial sources/overheard) is that Rhomberg workers attempted to access site, and the union organisers came to chat with them. Within the conversation, there was general lines used by the organisers implying threats, such as "think about your safety if you get into site, we know you already"...

2024/05/03 06:43

Some workers including CBGU direct hires fear that they may get onto the 'CFMEU black list' if they do not show their support, and fear they may not get onto the future construction works after CRR. Hence when there is picketline no worker is willing to cross even if they don't get a salary for a period.

Rumour is that there is a meeting between CPB and CFMEU today.

2024/05/08 16:12





GN-92

Protests and site blockades in total

A minimum of 17 CFMEU-led rallies, protests and blockades involving the project were recorded between August 2019 and June 2025.

CFMEU-led Event	Date	Location	
Protest/Rally	22/08/2019	Brisbane CBD	CFMEU protest marching to Parliament House.
Protest/Rally	27/11/2019	Brisbane CBD	CFMEU protest marching to Parliament House.
Protest/Rally	8/07/2020	Brisbane CBD	CFMEU protest near Albert St worksite. 15-20 protestors allegedly jumped out on the road in front of cars.
Protest/Rally	8/09/2021	Brisbane CBD	CFMEU protest in front of Delivery Authority Office.
Protest/Rally	4/08/2022	Brisbane CBD	CFMEU on site at Woolloongabba, with workers leaving shortly after to attend a rally.
Protest/Rally	9/11/2022	Brisbane CBD	CFMEU protest in CBD.
Protest/Rally	5/04/2023	Brisbane CBD	CFMEU protest in CBD.
Site Blockade	5/05/2023	Boggo Road	CFMEU protest at Boggo Road site, which disrupted nearby Leukemia Foundation and local state school. Around 50 people blocked traffic using water barricades, preventing a delivery truck from entering site.
Site Blockade	24/05/2023	Albert St	CFMEU protest outside Albert Street in relation to workers working on a SCAS on ANZAC Day. Anti-AWU stickers and posters stuck to hoarding, causing damage. CFMEU protesters seen banging loudly on-site gates and causing a scheduled concrete pour to be cancelled.
Site Blockade	14/06/2023	Albert St	CFMEU protest in CBD.
Site Blockade	26/07/2023	Multiple work sites	CFMEU protest alleging safety claims. On 27 July when workers tried to return to work, CFMEU, ETU and PPTEU had blocked entrances to a number of worksites.
Site Blockade	14/09/2023	Multiple work sites	CFMEU led-rally, marching to Parliament House due to a number of government-related issues, such as the Department of Transport and Main Roads (TMR) and the activities of Workplace Health and Safety Queensland (WHSQ).
Protest/Rally	15/02/2024	Brisbane CBD	CFMEU protest in CBD.
Protest/Rally	27/11/2024	Brisbane CBD	CFMEU protest in relation to suspension of BPIC..
Protest/Rally	19/02/2025	Brisbane CBD	CFMEU protest in relation to suspension of BPIC.
Protest/Rally	19/06/2025	Brisbane CBD	CFMEU protest in relation High Court decision regarding CFMEU being put in Administration.
Protest/Rally	20/06/2025	Brisbane CBD	CFMEU protest in relation High Court decision regarding CFMEU being put in Administration.

GN-93



Photos from PIA:



Albert St, 1 May 2024: an inflatable "Union Rat" with "sign the EBA" was installed.



Northern Portal, 1 May 2024: tents, signage, flags and couches.



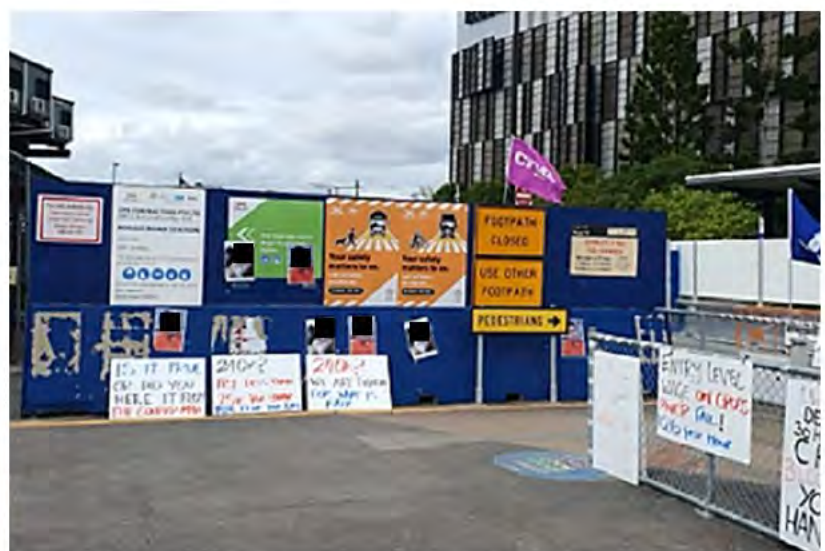
Woolloongabba, 1 May 2024: inflatable "Fat Cat"



Albert St, 2 May 2024: tents, signage, flags and table setup



Northern Portal, 2 May 2024: tents, chairs, flags and signage



Boggo Road, 2 May 2024: Image shows signage present on site. Tents, portable toilets, flags, and BBQ were also setup.



Albert Street, 3 May 2024: CFMEU rep in "Grim Reaper" costume walking Albert St with three costumed "CPB Workers" in chains following.



Dutton Park Station, 3 May 2024: masked intruder accessed site from 6:15am for approx. 10 minutes and took photos. Concerns of sabotage.



Mayne Yard, 2 May 2024



Roma Street, 1 May 2024: Cross River "Fail" sign. Approx. 20 CFMEU reps in black clothing gathered in front of the main site gate with flags, posters, chairs and tent, preventing access.



Northern Portal, 3 May 2024: Police were called for removal of the CFMEU trailer blocking the access gat.



Boggo Road, 2 May 2024: image shows signage installed on gates. Tents, portable toilets, flags, and BBQ was also setup.



APPENDIX A: Timeline of Enterprise Bargaining and Industrial Action

- **15 October 2023**
Two enterprise bargaining agreements (AWU/CPB Contractors) expired.
- **Late 2023**
Enterprise bargaining negotiations began between CPB Contractors and unions (AWU and CFMEU).
- **Early 2024**
CFMEU and AWU submitted logs of claims.
 - CFMEU: 47 items
 - AWU: 15 items
- **22 April 2024**
CFMEU ballot for Protected Industrial Action (PIA) was ratified.
- **30 April – 3 May 2024**
Four days of initial PIA occurred, including full work stoppages and blocked site access.
- Subcontractors and workers were subject to intimidation tactics, including blocked access and picket lines. As a result, some subcontractors could not attend site due to the escalating disruption and inability to safely access sites.
 - **1 May 2024:** Federal Court issued injunction preventing CFMEU from locking out workers.
 - **2 May 2024:** Site access restored.
- **June 2024**
CPB provided draft enterprise agreements (TSD and RIS) to CFMEU and AWU.
- **12 July 2024**
Further PIA, involving **one-hour rolling work stoppages**.
- **16 July – 31 July 2024**
Sixteen days of additional PIA took place.
- **18 July 2024**
Federal Court issued injunction preventing CFMEU delegates from being within 15 metres of site entries or photographing workers/vehicles.
- **30 July 2024**
CPB engaged directly with RIS employees to vote on the proposed RIS agreement.
- **10 August 2024**
RIS enterprise agreement approved by >70% of workers.
 - CPB obtained Fair Work Commission (FWC) interim order for subcontractor workers to return to work on RIS and TSD sites.
 - No further PIA occurred on RIS sites after this date.
 - **Total of 40 days of PIA recorded for RIS.**

- **20 August 2024**
RIS enterprise agreement submitted to the FWC.
- **11 October 2024**
FWC approved RIS enterprise agreement.
- **23 August – 16 December 2024**
Ongoing PIA actions continued on **TSD sites**.
 - **Total of 148 notified PIA days for TSD.**
- **7 and 30 September 2024**
CPB's proposed TSD enterprise agreement was voted down twice.
- **27 November 2024**
 - CFMEU and ETU led a rally protesting the Queensland Government's suspension of BPIC for new state projects (CRR is not a BPIC project).
 - Site productivity impacted.
- **13 December 2024**
 - Third vote on TSD agreement (CPB direct workforce agreement) passed with >90% support.
 - CPB successfully finalised and signed new Enterprise Agreements directly with its workforce, without CFMEU endorsement.
- **20 December 2024**
TSD agreement lodged with the FWC.
- **31 January 2025**
FWC ratified the TSD enterprise agreement.

Summary of PIA:

On **30 April 2024**, widespread CFMEU-led protected industrial action occurred across all TSD and RIS Project sites, resulting in significant site disruptions and complete work stoppages at many locations. The Union's actions included chaining and locking gates, establishing picket lines, blocking site entries and exits, and erecting protest signage and flags. In some areas, CFMEU members arrived masked and dressed in black clothing, further escalating tensions on site.

Sites most heavily impacted included Albert Street, Boggo Road, Woolloongabba, and Roma Street, where CFMEU delegates physically prevented access. At Boggo Road, picketers were present from 3am, prompting CBGU (a Project contractor) to instruct workers to avoid the site entirely. Workers across sites were intimidated, and subcontractors such as Rocktown issued stand-down notices due to disruption.

Across Unity sites like Dutton Park, Mayne Yard, Exhibition, and Yeerongpilly, similar tactics were used. Unity's own workers in some locations continued minor operations, but most subcontractors chose not to cross the picket lines. CFMEU set up infrastructure to support longer-term action, including shade tents, portaloos, and BBQ setups at key entry points.

The Courier-Mail ran a front-page headline: "*Held to ransom: CFMEU strikes over \$240k entry-level pay demands*", highlighting the public and political sensitivity of the action. CFMEU also held a press conference at Albert Street during the day.

There were reports of property damage, including vandalised CCTV cameras, removed fences, and damaged DAMSTRA readers. Across the program, major work activities,

deliveries, and concrete pours were placed on hold.

On **1 May 2024**, CFMEU-led industrial action escalated further, with continued full work stoppages across nearly all TSD and RIS Project sites. Picket lines remained in place at major locations including Roma Street, Boggo Road, Woolloongabba, and Albert Street, where access was again physically blocked by union delegates. At Albert Street, an inflatable “Union Rat” with a sign “sign the EBA” was installed, and an inflatable “Fat Cat” was installed at Woolloongabba. Additional disruptions were recorded at Southern Portal, Clapham Yard, and Rocklea station, while tensions at Dutton Park intensified with a reported physical altercation involving union members, prompting police attendance and withdrawal of staff due to safety concerns.

Union presence was sustained and coordinated, with tents, signage, and protest infrastructure set up at virtually all impacted sites. There were reports of gates being glued shut or chained, and workers were instructed to either work remotely or stand down. Despite sites like Roma Street remaining officially “open,” no work occurred due to union blockades. QR cancelled Protection Officer shifts at several locations, while subcontractors demobilised equipment entirely.

Union activity continued across most TSD and RIS sites on **2 May 2024**, although visible blockades and access restrictions had begun to ease. Most sites were officially open and technically operational, with physical access restored and locked gates removed. However, union presence remained strong, and intimidation tactics reportedly continued to discourage workers and subcontractors from returning. CFMEU infrastructure - tents, signage, flags, and BBQ setups - remained in place across key locations, and some sites saw increased CFMEU representation despite the removal of physical blockades.

Sites such as Albert Street, Roma Street, and Boggo Road saw a reduction in CFMEU numbers but minimal workforce attendance, as many subcontractors opted not to return due to ongoing threats. At Woolloongabba, the situation escalated further with a CFMEU official reportedly gaining illegal site access using another person’s credentials. At Dutton Park and Yeerongpilly, no work resumed, with previous confrontations appearing to deter any return to site. A small number of sites including Clapham Yard, Mayne Yard, and Rocklea station saw partial resumption of minor works such as clean-up and inspections, though full operations remained on hold as worker safety was assessed.

By Friday **3 May 2024**, industrial action across TSD and RIS Project sites remained active, but some sites began showing early signs of partial recovery, while others remained stalled. Although most sites were officially open, significant intimidation from union representatives and a strong picket presence continued to prevent full-scale resumption of work. Physical access was largely unimpeded, but CFMEU members were reported at nearly all key entry points, often engaging in demonstrations or surveillance of returning workers.

At sites like Albert Street, Roma Street, and Boggo Road, no work took place despite open gates and management efforts to hold prestarts. The return of symbolic protests, such as the “Grim Reaper” procession at Albert Street and the display of personal photos of CBGU staff at Boggo Road, added to the heightened tension. Woolloongabba saw the largest worker turnout of the week but still had no operational work, aside from surveying and cleaning tasks. Reports also emerged of union members using amenities, blocking traffic, and displaying new signage calling for heat policy changes and worker safety measures.

Several sites, including Dutton Park, Clapham Yard, and Exhibition, moved into partial work mode with limited crews performing clean-up or preparatory tasks, though subcontractors generally abstained from active work. Police were called to Dutton Park after CFMEU attempted to access site offices and serve entry forms, contributing to staff leaving the site.

PIA resumed briefly on **12 July 2024** with limited impact, but it was on Tuesday **16 July 2024** that CFMEU-led industrial action escalated significantly, disrupting multiple major TSD and RIS Project sites.

Key inner-city locations such as Albert Street, Roma Street, Boggo Road, Woolloongabba, and Exhibition station experienced complete work stoppages, with zero workforce attendance reported despite gates remaining physically open in some cases. Union presence was strong at these sites, particularly during early morning hours, with CFMEU delegates reportedly discouraging workers from entering. While some sites did not see active picketing, union influence remained evident through verbal pressure, symbolic signage, and physical presence near entry points. CBGU communications indicated that workers were being told not to enter by the CFMEU, contributing to the absence of subcontractors and the halting of prestarts at multiple locations.

During this period, CPB Contractors continued attempts to resolve the dispute. Draft enterprise agreements were provided in June 2024. On **18 July 2024**, the Federal Court issued an injunction barring union delegates from being within 15 metres of site entries or photographing workers and vehicles.

On **10 August 2024**, the RIS enterprise agreement was approved by over 70% of workers and there was no further PIA on RIS sites after this date. The RIS enterprise agreement was submitted to the FWC on **20 August 2024** and approved on **11 October 2024**.

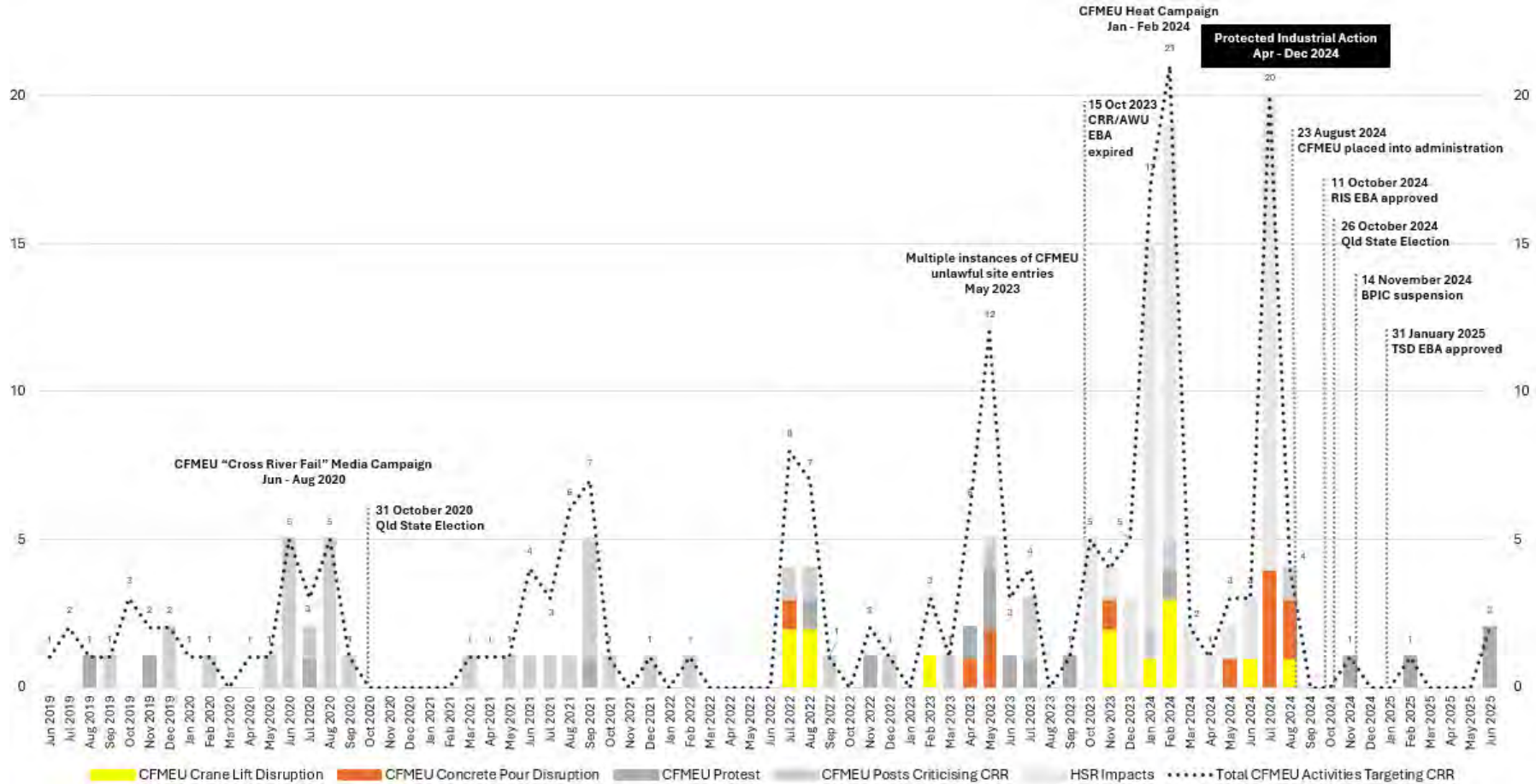
A total of 40 days of PIA was recorded on RIS.

Industrial action on TSD sites persisted. Two votes on the proposed TSD enterprise agreement were rejected on 7 and **30 September 2024**. The third vote on the TSD agreement was approved by over 90% of workers on **13 December 2024**. Ultimately, the CFMEU was unable to secure majority support from the workforce to progress its bargaining position. CPB successfully finalised and signed new Enterprise Agreements directly with its workforce, without CFMEU endorsement.

The agreement was lodged with the Fair Work Commission on **20 December 2024** and ratified on **31 January 2025**. 148 notified PIA days had been recorded on TSD.

Graph 2: Disruption Timed to Specific Critical Works - Corresponding to peaks in CFMEU wider activities

251. Disruption to crane lifts and concrete pours closely aligned with peak CFMEU activity periods, particularly during the Heat Campaign and Protected Industrial Action in 2024. These disruptions significantly impacted critical construction activities.



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Table 3: Disrupted crane lifts

261. At least **14** planned crane lifts - requiring complex coordination of permits, rigging crews, and traffic management - were cancelled or aborted at least in part, CFMEU-related actions.

CFMEU-led Event	Date	Location	
Crane Operations Disrupted	22/07/2022	Roma Street	CFMEU activity on site caused delay to Roma Station crane lift.
Crane Operations Disrupted	22/07/2022	Boggo Road	CFMEU activity on site caused delay to Boggo Road crane lift, causing workers at main station to be put on hold.
Crane Operations Disrupted	24/08/2022	Woolloongabba	CFMEU meeting led to departure of workers and CFMEU requested for crane contractor to be removed.
Crane Operations Disrupted	25/08/2022	Woolloongabba	CFMEU meeting led to departure of workers and CFMEU requested for crane contractor to be removed.
Crane Operations Disrupted	3/02/2023	Woolloongabba	CFMEU blocked Woolloongabba crane works.
Crane Operations Disrupted	25/11/2023	Albert St	CFMEU pressured Freo Group not to attend site, disrupting crane operations.
Crane Operations Disrupted	28/11/2023	Breakfast Creek	Over 3 days (28-30 Nov), CFMEU prevented scheduled night works from occurring on Breakfast Creek Northern Abutment Bridge Beam installation.
Crane Operations Disrupted	16/12/2023	TSD sites	CFMEU withdrew permissions.
Crane Operations Disrupted	19/01/2024	TSD sites	CFMEU pressured Marr Contracting not to attend site, disrupting crane operations.
Crane Operations Disrupted	6/02/2024	Albert St	HSR intervention led to crane operation delays.
Crane Operations Disrupted	6/02/2024	Albert St	To show support for CFMEU heat policy, workers showed up in short sleeves and could not work without proper PPE.
Crane Operations Disrupted	23/02/2024	Roma St	Lindores Crain Hire crane crew refused to work due to CFMEU heat policy.
Crane Operations Disrupted	19/06/2024	Roma St	HSR intervention led to crane operation delays.
Crane Operations Disrupted	21/08/2024	Roma St	Canopy Lift disrupted by CFMEU.

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Chief Compliance Officer Issues Tracking

Date of Lift	Date of Notification	Site Disrupted	Details
22-Jul-24	23-Jul-24	Roma Street	<p>[23/7/2024, 7:02:53 AM] Roma:</p> <ul style="list-style-type: none"> - Canopy did not get lifted last night as planned. - Advised Union was made aware of plans and apparently increased delegates at Roma Street approx 9 pm last night. <p>- This morning, approx 30 workers present on Kangaroo Island and approx 20 outside site on Roma Street footpath.</p> <ul style="list-style-type: none"> - No workers currently on site. - DA site team have noted they do *not* recognise anyone on Kangaroo Island as a worker from Roma Street.
27 & 28-Jul-24	29-Jul-24	Roma Street	<p>[29/7/2024, 6:42:38 AM] Roma:</p> <p>No canopy lift or hoarding at Kangaroo Island installed over the weekend.</p>
29-Jul-24	30-Jul-24	Roma Street	<p>[29/7/2024, 11:37:51 AM] Roma Street - CFMEU expected to return to Roma Street to picket at 2pm and 12am</p> <p>[29/7/2024, 3:42:57 PM] Roma Street - CFMEU appears to be starting night shift. 3x CFMEU reps seen in the precinct</p> <p>[30/7/2024, 7:01:05 AM] Roma:</p> <ul style="list-style-type: none"> - Approx 60 workers present - No CFMEU present on Kangaroo Island. - Canopy Module 5 did not get lifted last night. <p>Worker numbers reduced. Approx 60 workers.</p>
1-Aug-24	2-Aug-24	Roma Street	<p>Roma:</p> <ul style="list-style-type: none"> - 8 workers and 8 supervisors attended Prestart. - Minor works to go ahead. - HSR meeting at 10 am. - Prestart mentioned test train zone live today. - 30-40 people at Kangaroo Island inc. BBQ, flags and banners. - 10-15 workers waiting in front of the acoustic shed (>15m from site entry) - 1 security guard at Turnstiles <p>[2/8/2024, 9:56:35AM] Roma Street - Canopy lift abandoned last night due to industrial action. Site team has advised that the 800t crane will be demobilised on Monday due to the protracted industrial action.</p>
2-Aug-24	3-Aug-24	Roma Street	<p>[3/8/2024, 6:52:39 AM] Roma Street - approx 8 CFMEU reps on the picket line. Canopy lift abandoned overnight.</p>

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from union's 'bullying, thuggery'

“Productivity ... is around 60 per cent of what it should be ... directly attributable to the provisions that are contained within BPIC

Transport Minister Brent Mickelberg (right)



CFMEU disrupts work at station

Row over crane lift safety

Taylah Fellows

Police were called to a Cross River Rail worksite after two CFMEU members stopped work just a day after the government's suspension of the controversial Best Practice Industry Conditions policy.

Plans to crane lift large steel portions of the Woolloongabba station between 3am and 5am on Friday were temporarily halted due to the interruption.

Two union representatives entered the site, demanded to see paperwork and then stood in an exclusion zone, stopping work from proceeding.

It is understood the workers moving the crane needed to lift the station canopy were properly qualified and safety issues raised by the CFMEU members did not apply to those involved.

The Courier-Mail has been told the union officials put themselves in harm's way when they entered the site's exclusion zone, stopping work.

A Cross River Rail Delivery Authority spokesman said all required documentation was provided to the men, however, they refused to leave the site and police were called.

"All required documentation and safety measures for the lift are in place, and the project's on-site contractor has advised the lift is still due to proceed," he said.

"The on-site contractor asked the union representatives to leave the site following these discussions and, when they refused, police were called. We're advised the representatives left the site before police arrived."

Day shift workers due to

start at 5.30am were forced to sit in break rooms while the lift took place later in the day.

The CFMEU, however, claimed its officials had intervened as some of the workers operating the 130-tonne machine were not appropriately trained.

"CFMEU officials warned site management that this would be in breach of the code of practice," the union said in a statement.

"Rather than make the work area safe, the operator CPB Contractors called the police on the union officials, and proceeded with the work anyway.

"This is typical cowboy behaviour from a rogue multinational company that always puts profit and production over worker's safety. The CFMEU is carrying out its own investigation which will involve the WorkSafe regulator."

A CPB Contractors spokeswoman reaffirmed that all safety standards had been met for the scheduled lift.

"The safety and wellbeing of our people is our No.1 priority and, as always, we ensure that our robust policies and procedures are in place, ensuring the highest standards of safety for everyone working on our projects," she said.

"All required documentation and safety measures were in place for the crane lift at the Woolloongabba Cross River Rail site, including our correctly qualified team.

"When union representatives refused to leave the exclusion zone, the site team contacted the Queensland Police for assistance."

The canopy lift was completed successfully.

asking journalists and politicians to read the coronial inquest into Mr Newport's death.

"The coroner recommended the construction sector adopt an "industry-wide code of practice" to manage the risk of heat," the union wrote.

"The CFMEU implemented our heat policy soon after. It will save lives this summer just as it does every summer."

Transport Minister Brent Mickelberg said worker safety would remain a top priority of the government, but it had been weaponised by the CFMEU to shut down sites.

"Productivity on Queensland job sites, in many cases, is around 60 per cent of what it should be. That is directly attributable to the provisions that are contained within BPIC," he said.

"For example, the CFMEU will come on site and use an anticipated temperature later in the day as an excuse to shut down the job site, that frequently doesn't materialise.

"What we have seen consistently, including (Friday) morning, is that the CFMEU have weaponised those provisions for their own selfish interests and to destroy productivity on job sites."

Mr Mickelberg said police would be relied upon to stamp out "bullying and thuggery" on worksites after workers on the Centenary Bridge project relayed to him alleged incidents of intimidation.

"They told me about CFMEU thugs coming over the fence, jostling workers," he said. "It is simply not good enough that workers did not feel safe on construction sites in Queensland. It stops now, the LNP government will not side with the CFMEU."

Mr Bleijie said the government would soon reintroduce the 24-hour notice rule for union members entering worksites to stop intimidating behaviour. Independent Workplace Health and Safety inspectors will be deployed

across the state. He claimed construction business leaders had confided in him as Deputy Leader of the Opposition about being in fear of their lives.

"I referred matters to the CCC, but it was quite clear businesses could not go public because they feared for their life," he said. "They feared for their business."

The Opposition, meanwhile, accused the government of cutting tradies' wages and demanded it layout a new plan for infrastructure delivery without BPIC.

"The LNP are cutting the wages of tradies - something they said they wouldn't do before the election," a spokeswoman said.

"The government need to be clear how their plan will deliver the pipeline of skilled workers our state needs to build road, rail, health and housing infrastructure and Jarrod Bleijie needs to be upfront with Queenslanders on how these changes will impact

the delivery of major projects, including the three new hospitals in Bundaberg, Coomera and Toowoomba.

"Every day that the LNP delay signing major construction contracts increases the risk of cost increases and cuts."

Housing Minister Mr O'Connor on Friday wrote to stakeholders about what the BPIC suspension means, with the government willing to negotiate how to handle future blowouts on its projects signed under BPIC.

Mr Bleijie said cost overruns affecting the TMR project pipeline would need to be a main focus, but each project would be assessed on a case-by-case basis.

"We support the projects that are in existence at the moment, they've got to be done," he said. Other proposals that have gone to tender but are yet to be signed, will likely be reopened to the market, "without the CFMEU tax applied to it," Mr Bleijie said.

Beach danger flagged

A majority of Japanese university students misinterpret the red and yellow beach safety flags and other common English terms on beach warning signs in Australia.

A Monash University study found that three in five survey participants incorrectly interpreted the red and yellow flags as signifying danger and would avoid swimming in that area.

Furthermore, almost all participants had trouble understanding common terms used on safety signs to warn beachgoers of danger, including submerged objects, shore dump, shore break and rip currents.

Of most concern, the study found that about 60 per cent of Japanese students did not understand the Japanese equivalent word for rip currents, riganryuu.

Calls grow to stop big tech 'free-riding'

Jared Lynch
Angelica Snowden

Pressure is increasing on big US tech companies - including Meta, Google and Apple - to stop "free riding" on Australian banks and telcos and pay for more essential services.

Commonwealth Bank chief executive Matt Comyn said the banks were "cross-subsidising" Apple's tap-and-go payment product, while Optus's new

CEO Stephen Rue says he believes regulation and funding arrangements - which require telcos to pay billions of dollars in levies and spectrum access - needs to be reconsidered as telcos face extreme cost pressures from an explosion in data use.

Gina Cass-Gottlieb, chair of the Australian Competition & Consumer Commission, which is overseeing a five-year inquiry into market power of the tech giants - on Friday said she

would support increased regulation, particularly in regard to financial services.

"In a situation in which our banks do not have the capacity across all devices and ecosystems available digitally to offer their own convenient tap-and-go service, we think it is significant for our economy and an important regulatory question," Ms Cass-Gottlieb said.

Mr Rue, who previously helmed the government-

owned NBN Co, backed calls from Optus network sharing partner TPG, which has argued that big tech's failure to contribute is "like sending mail without ever having to worry about buying a stamp".

Other countries, including South Korea, India and in Europe, have taken a "proactive stance" and started exploring how tech giants can contribute to funding the rollout of 5G and broadband, TPG says.

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Table 4: Disruption timed to specific critical works – concrete pours

268. A minimum of 12 scheduled concrete pours were disrupted, creating structural risks, increased rework, and program delays, due at least in part, to CFMEU activities.

CFMEU-led Event	Date	Location	
Concrete Pours Cancelled	18/07/2022	Roma St	CFMEU blocked Roma St concrete pour causing cancellation.
Concrete Pours Cancelled	21/04/2023	Albert St	CFMEU blocked Albert Street site entrance on Charlotte Street, interrupting slipform concrete pour.
Concrete Pours Cancelled	24/05/2023	Albert St	CFMEU protest outside Albert Street involves anti-AWU stickers being stuck to hoarding and banging gates. Scheduled concrete pour had to be cancelled.
Concrete Pours Cancelled	25/05/2023	Albert St	Albert Street concrete pour cancelled due to CFMEU.
Concrete Pours Cancelled	22/11/2023	Boggo Road	HSR intervention led to Boggo Road concrete pour cancellation.
Concrete Pours Cancelled	22/05/2024	Boggo Road	HSR intervention led to Boggo Road concrete pour cancellation.
Concrete Pours Cancelled	23/07/2024	Albert St	HSR intervention led to Albert St concrete pour cancellation.
Concrete Pours Cancelled	25/07/2024	Albert St	Albert Street concrete pour cancelled due to industrial activity.
Concrete Pours Cancelled	26/07/2024	Albert St	Albert Street concrete pour cancelled due to industrial activity.
Concrete Pours Cancelled	29/07/2024	Albert St	Albert Street concrete pour cancelled due to industrial activity.
Concrete Pours Cancelled	2/08/2024	Albert St	Albert Street concrete pour cancelled due to industrial activity.
Concrete Pours Cancelled	23/08/2024	Boggo Road	Boggo Road concrete pour cancelled due to industrial activity.

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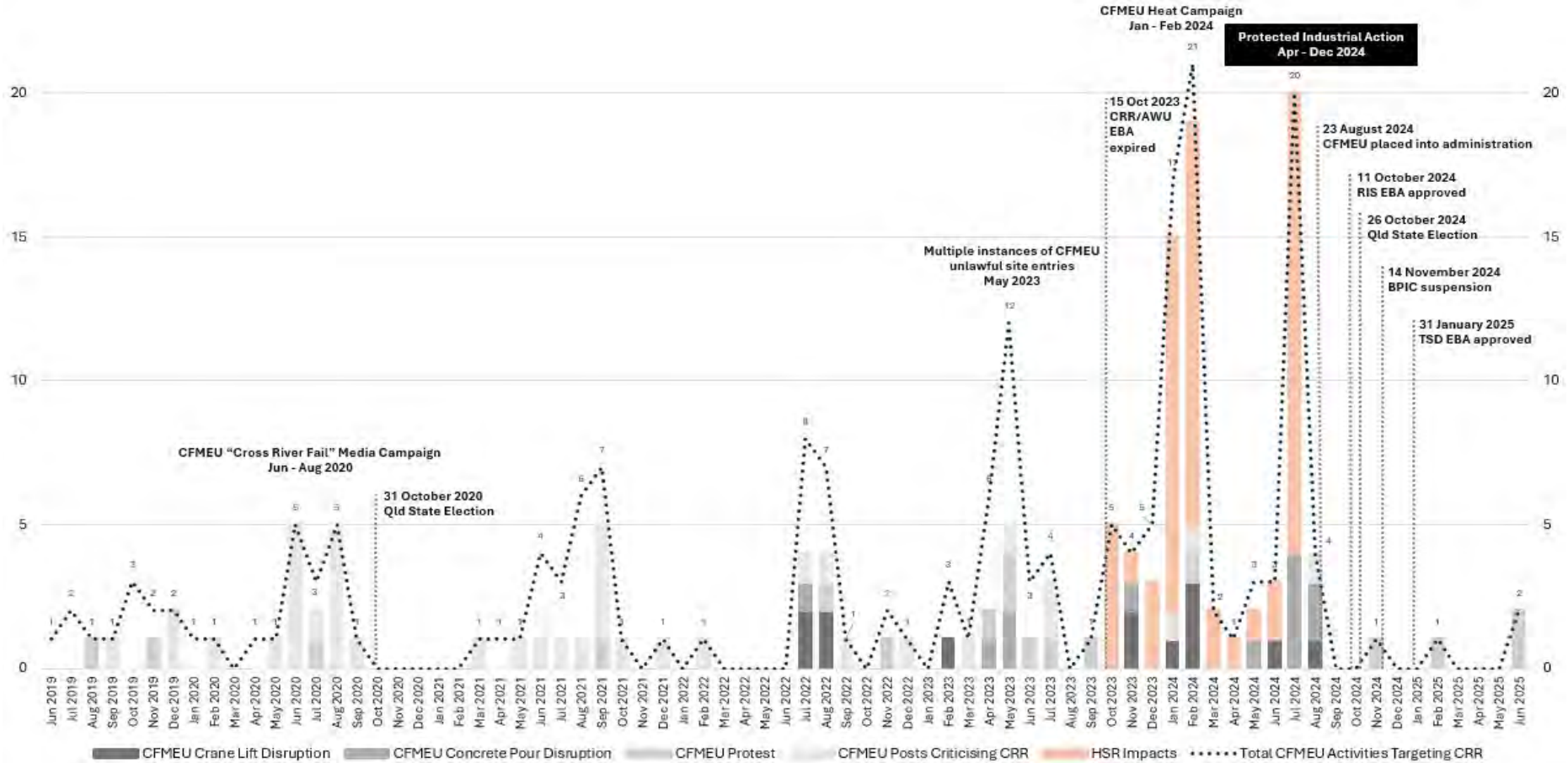


Chief Compliance Officer Issues Tracking

Start Date	End Date	CFMEU ACTIVITY	Detail	Category	Impact on productivity (specific)	# Work Stoppages
11/10/2023	13/10/2023	(IR Timeline) HSR Event, Northern Portal multiple safety	HSR raised multiple safety claims at Northern Portal Site. Safety claims included, Scaffold kick boards around the portal structure had been removed allowing for a potential falling objects issue, no alignment between the Rail, Integration and Systems (RIS) and Tunnels, Stations and Development (TSD) vehicle management plan, and drill and blast pop up scaffold issues with access ladders. Scaffolding rectification works were undertaken with workers reallocated to other parts of the Project.	Worksite	Major Disruption	3
11/10/2023	11/10/2023	(IR Timeline) HSR Event, Roma Street missing handrail	HSR claim at the Roma Street Site in relation to a missing handrail at services building resulting in work stopping for one hour.	Worksite	Major Disruption	1
N/A	12/10/2023	(IR Timeline) HSR Event, Northern Portal safety claims	HSR raised multiple safety claims at Northern Portal, as per description on 11 October 2023. CFMEU rep also attended site.	Worksite	N/A	N/A
N/A	13/10/2023	(IR Timeline) HSR Event, Northern Portal safety claims	HSR raised multiple safety claims at Northern Portal, as per description on 11 October 2023. CFMEU rep also attended site.	Worksite	N/A	N/A
23/10/2023	23/10/2023	(IR Timeline) HSR Event, Albert Street boom pump	HSR concerns with reinstallation of both concrete pump booms after a recent pipe rupture incident. The concerns related to the boom pump lifting procedure.	Worksite	Major Disruption	1
22/11/2023	22/11/2023	(IR Timeline) HSR Event, Boggo Rd concrete pour cancelled	HSR intervention led to Boggo Road Site concrete pour cancellation. The issue related to a traffic controller issues raised the day before. (CFMEU delegates looked at the Traffic Management of the site, alleging that CBGU were non-compliant).	Worksite	Major Disruption and Cost Impact	1
6/12/2023	6/12/2023	(IR Timeline) HSR Event, Boggo Rd dust	HSR claims in relation to the Boggo Road Site in relation to silica dust, B3 level closed as a result. CBGU addressed claims and work recommenced.	Worksite	Major Disruption	1
7/12/2023	7/12/2023	(IR Timeline) HSR Event, W'gabba rigging	HSR claims in relation to Woolloongabba Site rigging.	Worksite	Major Disruption	1
14/12/2023	14/12/2023	(IR Timeline) HSR Event, Boggo Rd traffic control	HSR claim in relation to Boggo Road Site traffic control. Altus worker was seen on night shift talking on a mobile, while directing traffic. The worker was a CFMEU member and CFMEU went into support them. Altus managers didn't let CFMEU into their office. Police were called. CFMEU then required all traffic controllers at the Boggo Road Site to be toolboxed resulting in no concrete being poured for two days.	Worksite	Disruption to Work on site	1
4/01/2024	4/01/2024	(IR Timeline) HSR Event, Boggo Rd Heat	HSR claims in relation to heat at Boggo Road Site.	Worksite	Disruption to Work on site	1
5/01/2024	5/01/2024	(IR Timeline) HSR Event, W'gabba amenities	HSR claims in relation to Woolloongabba Site amenities causing only minimal work to occur on surface. Water lines were damaged or blocked resulting in restricted access to drinking water.	Worksite	Disruption to Work on site	1
11/01/2024	11/01/2024	(IR Timeline) HSR Event, Albert St gas	HSR claims in relation to gas at Albert Street Site following evacuation that occurred on the previous day. Evacuation was caused by a worker at the bottom of the access shaft mixing a cleaning chemical with water resulting in the release of fumes which set off gas detection alarms. Woolloongabba Site and Roma Street Site were evacuated as a precaution however workers returned back to work later the same day.	Worksite	Major Disruption	1
16/01/2024	16/01/2024	(IR Timeline) HSR Event, Boggo Rd amenities	HSR claims in relation to the Boggo Road Office Site cleaners not having an up to date Safe Work Method Statement (SWMS).	Worksite	Disruption to Work on site	1
N/A	19/01/2024	(IR Timeline) HSR Event, multiple sites, heat policy	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.	Worksite	N/A	N/A
N/A	20/01/2024	(IR Timeline) HSR Event, multiple sites, heat policy	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.	Worksite	N/A	N/A
N/A	21/01/2024	(IR Timeline) HSR Event, multiple sites, heat policy	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.	Worksite	N/A	N/A
N/A	22/01/2024	(IR Timeline) HSR Event, multiple sites, heat policy	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.	Worksite	N/A	N/A
18/01/2024	22/01/2024	(IR Timeline) HSR Event, Albert, Boggo, Roma, SAW, TFN, TFS and W'gabba heat	HSR led disruptions at multiple sites as CBGU would not adopt the CFMEU heat policy.	Worksite	Major Disruption	5
22/01/2024	22/01/2024	(IR Timeline) HSR Event, W'gabba amenities	HSR claims in relation to heat at Woolloongabba.	Worksite	Major Disruption	1
29/01/2024	29/01/2024	(IR Timeline) HSR Event, Albert, Boggo and W'gabba heat/amenities	HSR event at multiple sites. Boggo Road Site reported 30 Degrees at 100% humidity. Woolloongabba Site reported in excess of 29 Degrees at 75% humidity. Albert Street Site reported high temperatures at Lot 3, work stopped at B0.5, B1 and Rocktown but continued at B4 with Kone remaining on site.	Worksite	Major Disruption	1
30/01/2024	30/01/2024	(IR Timeline) HSR Event, Albert, Boggo and W'gabba heat/amenities	HSR Event, Albert Street, Boggo Road and Woolloongabba Sites relating to heat and amenities.	Worksite	Major Disruption	1
31/01/2024	31/01/2024	(IR Timeline) HSR Event, Albert St heat	HSR led disruption, with CFMEU undertaking heat monitoring in cavern. CFMEU alleged that the heat reached their triggers so they shut down the cavern. This resulted in shutting down all sites given the cavern is part of the evacuation strategy. All workers left site.	Worksite	Major Disruption	1
2/02/2024	7/02/2024	(IR Timeline) HSR Event, W'gabba heat	HSR led disruption at Woolloongabba Site as CBGU would not adopt CFMEU heat policy. CFMEU said that workers would wear shirts and shorts going forward, against the Personal Protective Equipment (PPE) requirements rules. All workers left site. Nightshift Friday and Saturday shift were cancelled.	Worksite	Major Disruption	6
2/02/2024	2/02/2024	(IR Timeline) HSR Event, Albert, Boggo, W'gabba heat	HSR led disruptions at multiple sites as CBGU would not adopt CFMEU heat policy. A number of workers wore shorts and CFMEU reps asked for a risk assessment to show how long pants in the heat are compliant.	Worksite	Major Disruption	1
N/A	3/02/2024	(IR Timeline) HSR Event, W'gabba, heat policy	HSR led disruption in relation to the CFMEU heat policy.	Worksite	N/A	N/A
N/A	4/02/2024	(IR Timeline) HSR Event, W'gabba, heat policy	HSR led disruption in relation to the CFMEU heat policy.	Worksite	N/A	N/A
N/A	5/02/2024	(IR Timeline) HSR Event, W'gabba, heat policy	HSR led disruption in relation to the CFMEU heat policy.	Worksite	N/A	N/A
5/02/2024	6/02/2024	(IR Timeline) HSR Event, Albert, Boggo, Nthn Portal, Roma and SAW heat	HSR claims at multiple sites in relation to heat. A number of workers arrived on site wearing shorts and t-shirts.	Worksite	Major Disruption	2
N/A	6/02/2024	(IR Timeline) HSR Event, W'gabba, heat policy	HSR claims in relation to heat.	Worksite	N/A	N/A
N/A	6/02/2024	(IR Timeline) HSR Event, multiple sites, heat policy	HSR claims at multiple sites in relation to heat.	Worksite	N/A	N/A
6/02/2024	7/02/2024	(IR Timeline) HSR Event, Albert St crane and electrical	6 February a union delegate addressed Lot 3 workers reminding them that other sites are united on CFMEU heat policy and are not working. Crane crew left following discussion along with a minority of other workers leading to cancellation of planned crane works.	Worksite	Major Disruption	2
N/A	7/02/2024	(IR Timeline) HSR Event, W'gabba heat policy	HSR led disruption in relation to the CFMEU heat policy. Several workers wore shorts and shirts.	Worksite	N/A	N/A
N/A	7/02/2024	(IR Timeline) HSR Event Albert St crane and electrical matters	HSR claims in relation to crane and electrical matters.	Worksite	N/A	N/A
14/02/2024	14/02/2024	(IR Timeline) HSR Event, Yeerongpilly roof access	HSR claim at Yeerongpilly Site by CFMEU and Plumbers in relation to using elevated work platforms to access the centre roof, deeming it is unsafe from an emergency response perspective.	Worksite	Major Disruption	1
15/02/2024	15/02/2024	(IR Timeline) HSR Event, Albert, Boggo, Roma, SAW and W'gabba heat	HSR claims in relation heat and workers left to attend a protest in relation to heat policy.	Worksite	Major Disruption	1
23/02/2024	23/02/2024	(IR Timeline) HSR Event, Boggo Rd and W'gabba heat	HSR claims relating to heat at Woolloongabba Site and Boggo Road Site. Woolloongabba Site reported readings over 35 degrees with works stopping on surface, station box, B4 as well as some areas in BOH basements.	Worksite	Major Disruption	1
5/03/2024	5/03/2024	(IR Timeline) HSR Event, Roma St possible asbestos	HSR claims in relation to possible asbestos. Material was taken away and a negative result was returned.	Worksite	Major Disruption	1
6/03/2024	6/03/2024	(IR Timeline) HSR Event, Roma St dust	HSR claims in relation to dust.	Worksite	Disruption to Work on site	1
18/04/2024	18/04/2024	(IR Timeline) HSR Event, Roma St air quality	HSR claims in relation to air quality in the tunnel as a result of rail grinding activities that was undertaken at night.	Worksite	Major Disruption	1
22/05/2024	24/05/2024	(IR Timeline) HSR Event, Boggo Rd concrete pour	HSR intervention in relation to night time lighting generally across the site. Rigger twisted their ankle, later identified as a broken fibular. CFMEU and Electrical Trades Union (ETU) inspected the area advising they have raised issues around lighting. Concrete pour placed on hold as a result.	Worksite	Major Disruption and Cost Impact	1
11/06/2024	11/06/2024	(IR Timeline) HSR Event, Boggo Rd scaffolding	Workers identified that scaffolding may have been modified by non-authorised person. CBGU and HSR investigated claim with HSR stopping works.	Worksite	Major Disruption	1
19/06/2024	19/06/2024	(IR Timeline) HSR Event, Roma St crane	HSR sent workers home in relation to an incident where a crane load 'grazed' scaffolding, leading to crane operation delays.	Worksite	Major Disruption	1
N/A	24/07/2024	(IR Timeline) HSR Event, Roma and W'gabba critical works cancelled	HSR led disruptions at Roma St and Woolloongabba critical works cancelled.	Worksite	N/A	N/A
N/A	24/07/2024	(IR Timeline) HSR Event, Albert St concrete pour cancelled	HSR led disruptions at Albert St concrete pour cancelled.	Worksite	N/A	N/A
N/A	25/07/2024	(IR Timeline) HSR Event, Roma St and W'gabba critical works cancelled	HSR led disruptions at Roma St and Woolloongabba critical works cancelled.	Worksite	N/A	N/A
N/A	25/07/2024	(IR Timeline) HSR Event, Albert St concrete pour cancelled	HSR led disruptions at Albert St with concrete pour cancelled.	Worksite	N/A	N/A
N/A	26/07/2024	(IR Timeline) HSR Event, Roma St and W'gabba critical works cancelled	HSR led disruptions at Roma St and Woolloongabba with critical works cancelled.	Worksite	N/A	N/A
N/A	26/07/2024	(IR Timeline) HSR Event, Albert St concrete pour cancelled	HSR led disruption at Albert St with concrete pour cancelled.	Worksite	N/A	N/A
N/A	27/07/2024	(IR Timeline) HSR Event, Roma St and W'gabba critical works cancelled	HSR led disruptions at Roma St and Woolloongabba with critical works cancelled.	Worksite	N/A	N/A
N/A	27/07/2024	(IR Timeline) HSR Event, Albert St concrete pour cancelled	HSR led disruptions at Albert St with concrete pour cancelled.	Worksite	N/A	N/A
N/A	28/07/2024	(IR Timeline) HSR Event, Roma St and W'gabba critical works cancelled	HSR led disruptions at Roma St and Woolloongabba with critical works cancelled.	Worksite	N/A	N/A
N/A	28/07/2024	(IR Timeline) HSR Event, Albert St concrete pour cancelled	HSR led disruptions at Albert St with concrete pour cancelled.	Worksite	N/A	N/A
N/A	29/07/2024	(IR Timeline) HSR Event, Roma St and W'gabba critical works cancelled	HSR led disruptions at Roma St and Woolloongabba with critical works cancelled.	Worksite	N/A	N/A
23/07/2024	29/07/2024	(IR Timeline) HSR Event, Albert St concrete pour cancelled	HSR intervention led to Albert Street Site concrete pour cancellation.	Worksite	Major Disruption and Cost Impact	7
N/A	30/07/2024	(IR Timeline) HSR Event, Albert, Roma, W'gabba critical works cancelled	HSR led disruptions at Albert, Roma Street and Woolloongabba Sites, resulting in critical works to be cancelled.	Worksite	N/A	N/A
23/07/2024	31/07/2024	(IR Timeline) HSR Event, Albert, Roma, W'gabba critical works cancelled	HSR led disruptions Roma Street and Woolloongabba Sites, resulting in critical works to be cancelled.	Worksite	Major Disruption and Cost Impact	9

Graph 3: Exercise of Health and Safety Powers

278. As illustrated below, the two highest peaks in health and safety related stoppages align with an increase CFMEU activity overall, suggesting HSR stoppages may also have been premeditated and part of a wider campaign to disrupt works.



279.

Table 6: CFMEU Media and Social Media statements

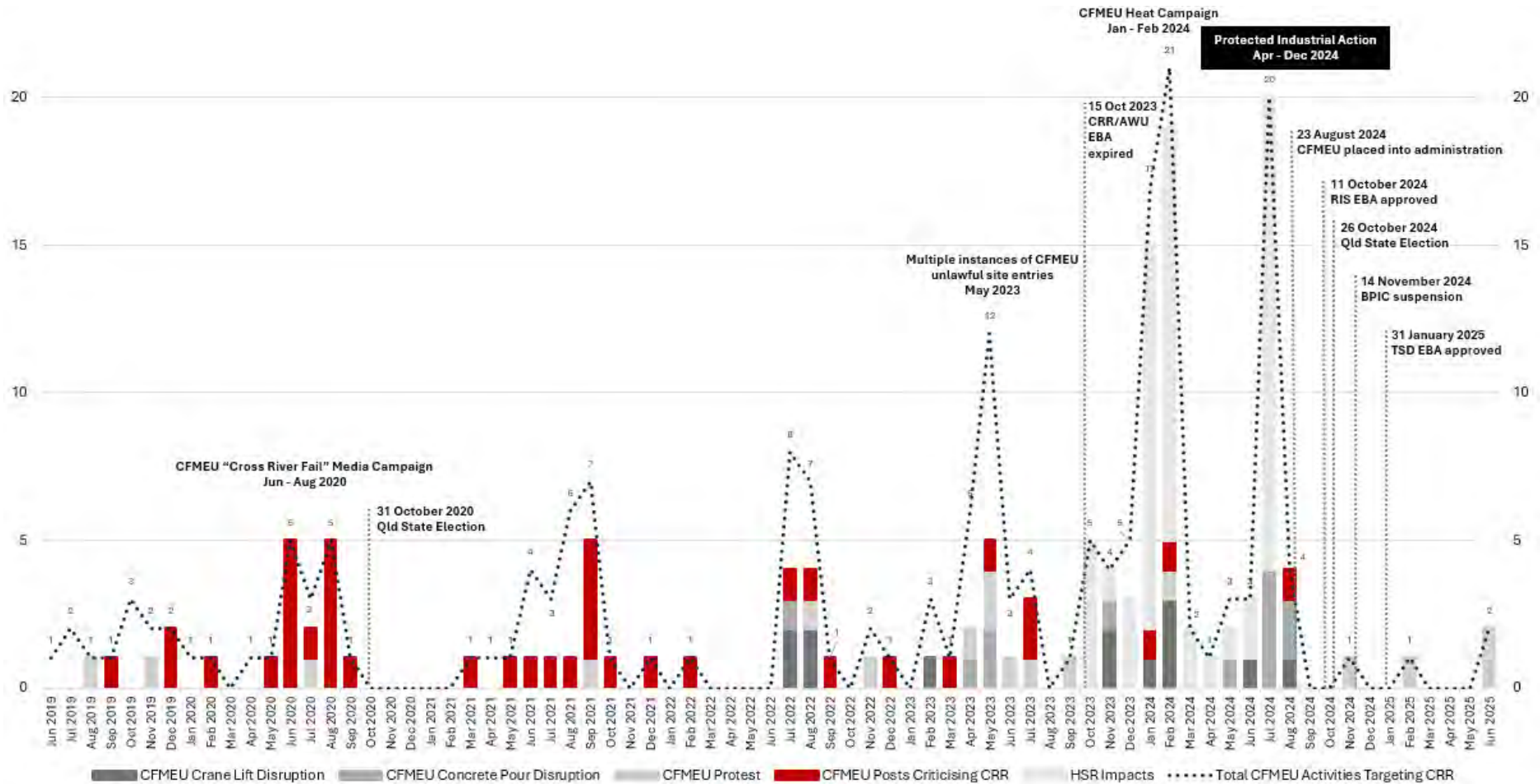
294. The CFMEU issued at least 40 media statements or social media posts, many of which included false or misleading safety claims that triggered unnecessary work stoppages and undermined workforce morale.

Date	Location	Activity Details
3/02/2020	Albert Street	CFMEU allege Asbestos risks at Albert Street.
3/05/2020	Targeting whole of project	CFMEU release incorrect tally of works notices.
15/06/2020	Targeting whole of project	CFMEU provided information to The Australian on a number of incorrect allegations regarding Project.
19/01/2024	Targeting whole of project	CFMEU incorrectly announce Worker Death on project.
28/07/2023	Boggo Road	CFMEU allege Dust Management issues on the project.
31/07/2023	Targeting whole of project	CFMEU calls for Minister Bailey to be sacked.
25/05/2023	Unspecified	CFMEU release video alleging unsafe working conditions at CRR website.
28/03/2023	Targeting whole of project	CFMEU posted media release calling for Premier's intervention on project.
19/12/2022	Targeting whole of project	CFMEU posted incorrect 'facts' about project time and cost.
9/09/2022	Boggo Road	CFMEU allege Dust Management issues on the project.
1/08/2022	Roma Street	CFMEU allege unsafe conditions on project.
21/07/2022	Unspecified	CFMEU social media post alleged black mould, emergency evacuation and access/egress, housekeeping issues.
4/02/2022	Albert Street	CFMEU media re bottles being thrown at workers.
20/12/2021	Targeting whole of project	CFMEU posts the 'true facts' of Cross River Rail following recent Cross River Rail media conference.
7/10/2021	Boggo Road	CFMEU media re TBM breakthrough recreated for media.
8/09/2021	Roma St	CFMEU media re live wire exposure.
8/09/2021	Targeting whole of project	Media release calling on Minister Bailey to dissolve the Cross River Rail Delivery Authority.
7/09/2021	Targeting whole of project	Flyers at worksites saying project 12 months behind schedule, failing to pay subcontractors, not compliant etc.
1/09/2021	Targeting whole of project	CFMEU media questioning project budget.
1/09/2021	Targeting whole of project	CFMEU distribute flyers making several unsubstantiated safety claims.
24/08/2021	Targeting whole of project	CFMEU posted a media release to its Facebook page, alleging that the project was behind schedule, over budget, and had major safety issues.
6/07/2021	Woolloongabba	CFMEU media alleges project is circulating potentially deadly dust.
27/07/2021	Unspecified	CFMEU posted on social media alleging workers removed themselves from site due to excessive dust exposure risk.

Date	Location	Activity Details
15/06/2020	Targeting whole of project	CFMEU published full-page "Cross River Fail" advert in The Courier-Mail containing a number of incorrect statements.
25/06/2020	Targeting whole of project	CFMEU issues media release alleging project has had more than 30 safety enforcement notices in seven days.
20/07/2020	Targeting whole of project	CFMEU media release highlighting safety enforcement notices, alleging CRR contractors financially shaky, lead contractor reputation, foreign ownership and potential sale to another foreign company, ignoring BPP, court case regarding lead contractor, and the lead contractor holding the Victorian Government hostage.
1/08/2020	Unspecified	CFMEU allege in a media release that WHSQ officers prohibited Lot 3 work because of failure to manage asbestos risk' .
4/08/2020	Unspecified	CFMEU posted a media release on social media alleging unsafe storage of explosives and dangerous chemicals.
5/08/2020	Unspecified	CFMEU posted on social media alleging dirty portable toilets, no dedicated female toilet or sanitary bin for women on site, and no amenities.
6/08/2020	Albert St	CFMEU claims cracks in basement levels of high rise next to job site due to CRR.
7/08/2020	Unspecified	CFMEU alleges on social media regarding lack of asbestos measures during north lot destructive tests.
3/09/2020	Woolloongabba	CFMEU posts on social media regarding a trailer roll over during load out of spill at Woolloongabba station.
9/03/2021	Targeting whole of project	CFMEU issue media release alleging workers forced to work on weekends and Easter due to mismanagement.
24/05/2021	Targeting whole of project	CFMEU issue media release requesting inquiry into delivery of 'troubled' Cross River Rail.
3/06/2020	Targeting whole of project	CFMEU publishes media release questioning major contractor's ability to deliver project. Contains a number of incorrect statements.
12/06/2020	Targeting whole of project	CFMEU alleges on social media that CPB has given a multi-million-dollar contract to a NSW company for CRR.
1/12/2019	Targeting whole of project	CFMEU tell the Courier Mail that the union is considering withdrawing support from the Labor Party over project claims.
2/12/2019	Targeting whole of project	CFMEU takes full page advert in Courier Mail making multiple allegations and demanding Premier intervene. News report on 'Asbestos Alert at CRR sites'.
1/11/2019	Targeting whole of project	CFMEU allege Asbestos Management issues on project.
19/09/2019	Targeting whole of project	CFMEU starts Cross River 'Fail' campaign against CRR contractors and Government.

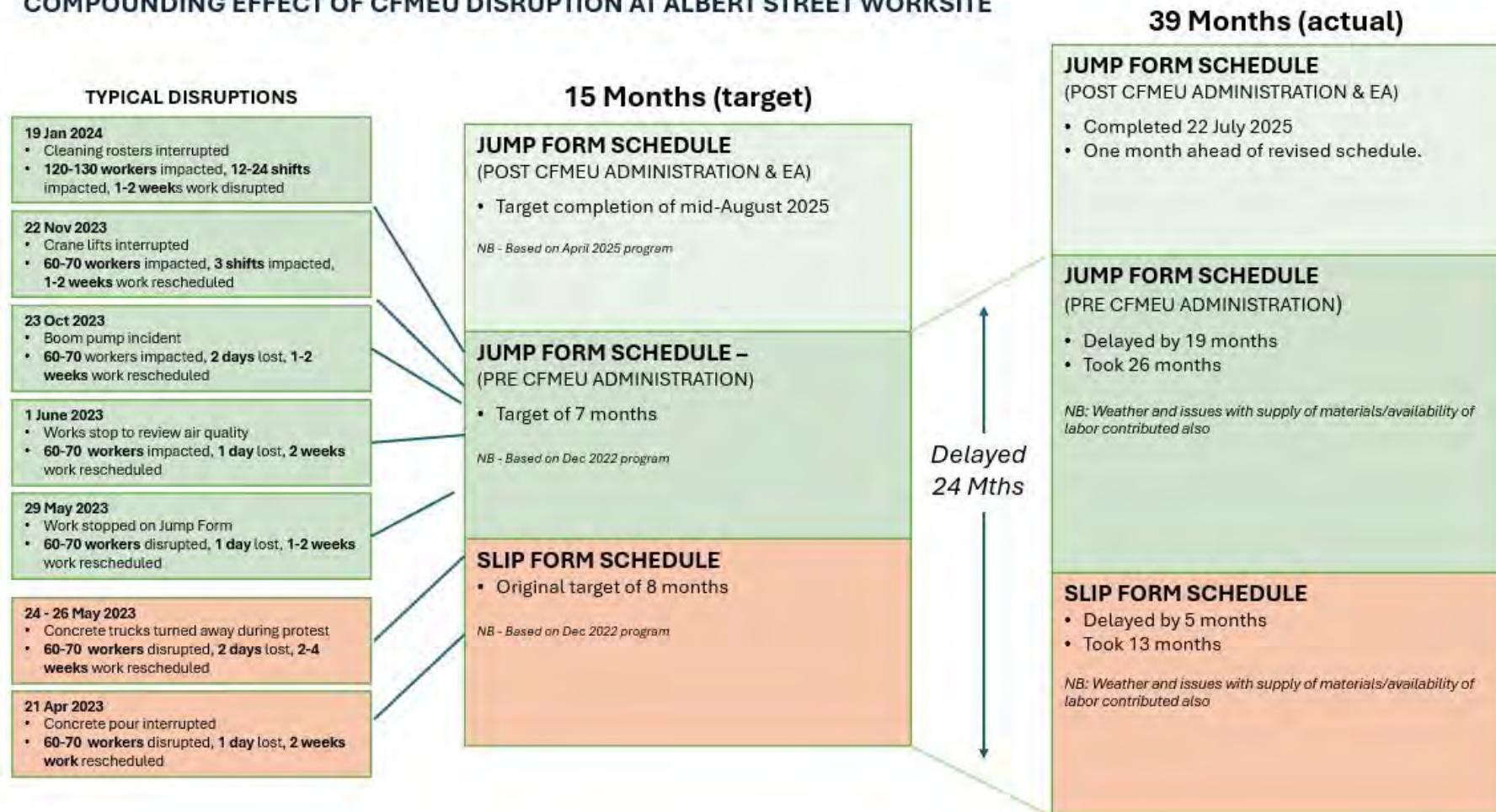
Graph 4: Misinformation and media campaigns corresponding to peaks in CFMEU wider activities

293. Spikes in CFMEU activity often coincided with media campaigns, most notably during the 2020 "Cross River Fail" campaign in 2020.



Albert Street Case Study Diagram

COMPOUNDING EFFECT OF CFMEU DISRUPTION AT ALBERT STREET WORKSITE



306.

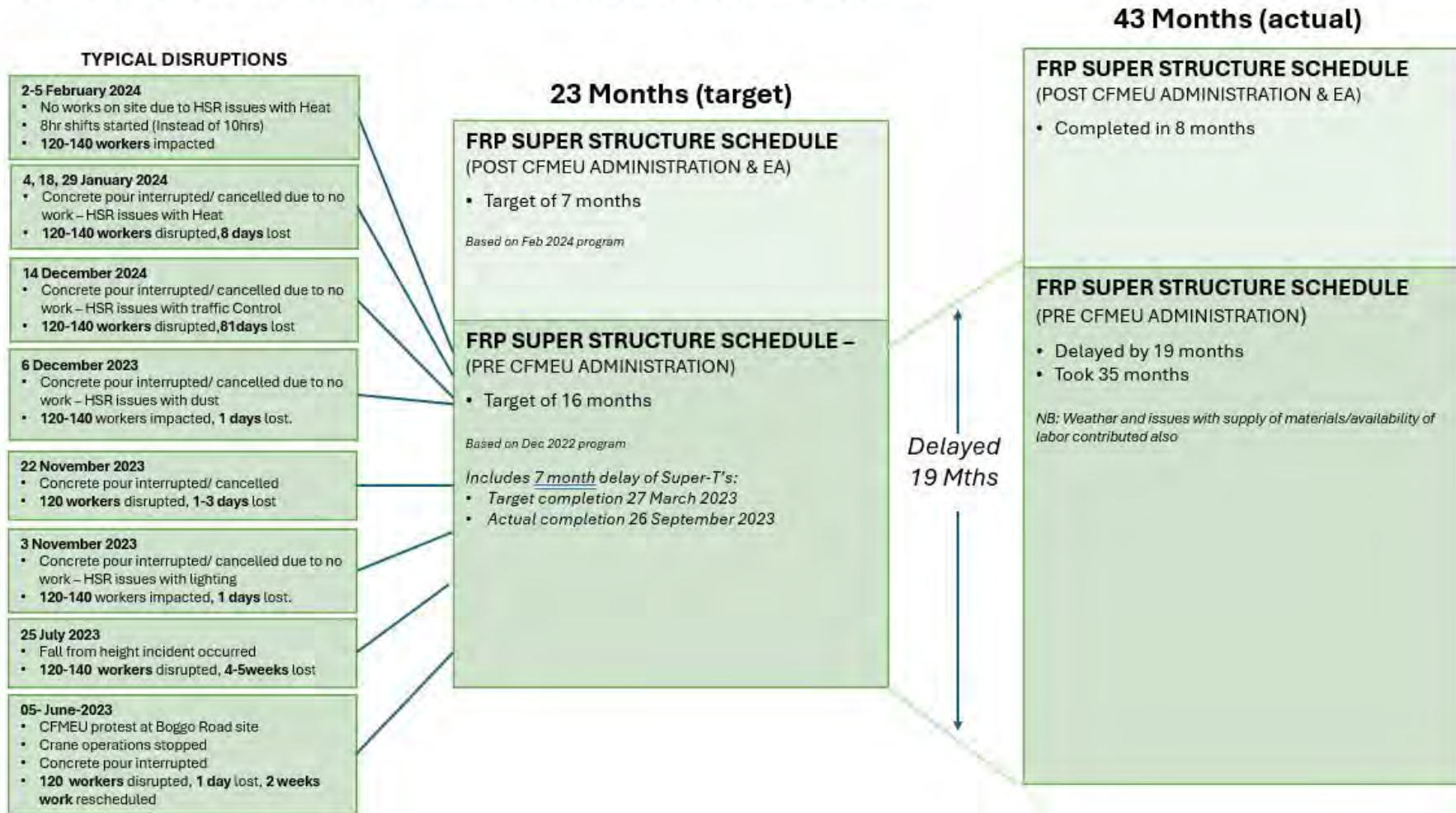
Albert Street Case Study – Disruptions

Disruption Event	Date	Details
Site Blockade	24/05/2023	CFMEU protest outside Albert Street in relation to workers working on a SCAS on ANZAC Day. Anti-AWU stickers and posters stuck to hoarding, causing damage. CFMEU protesters seen banging loudly on-site gates and causing a scheduled concrete pour to be cancelled.
Site Blockade	14/06/2023	CFMEU protest in CBD.
Site Blockade	26/07/2023	CFMEU protest alleging safety claims. On 27 July when workers tried to return to work, CFMEU, ETU and PPTEU had blocked entrances to a number of worksites.
Site Blockade	27/07/2023	When workers arrived on site, CFMEU, ETU and PPTEU had blocked entrances to a number of worksites.
Concrete Pours Cancelled	21/04/2023	CFMEU blocked Albert Street site entrance on Charlotte Street, interrupting slipform concrete pour.
Concrete Pours Cancelled	24/05/2023	CFMEU protest outside Albert Street involves anti-AWU stickers being stuck to hoarding and banging gates. Scheduled concrete pour had to be cancelled.
Concrete Pours Cancelled	25/05/2023	Albert Street concrete pour cancelled due to CFMEU.
Concrete Pours Cancelled	23/07/2024	HSR intervention led to Albert St concrete pour cancellation.
Concrete Pours Cancelled	25/07/2024	Albert Street concrete pour cancelled due to industrial activity.
Concrete Pours Cancelled	26/07/2024	Albert Street concrete pour cancelled due to industrial activity.
Concrete Pours Cancelled	29/07/2024	Albert Street concrete pour cancelled due to industrial activity.
Concrete Pours Cancelled	2/08/2024	Albert Street concrete pour cancelled due to industrial activity.
Crane Operations Disrupted	25/11/2023	CFMEU pressured Freo Group not to attend site, disrupting crane operations.
Crane Operations Disrupted	6/02/2024	HSR intervention led to crane operation delays.
Crane Operations Disrupted	6/02/2024	To show support for CFMEU heat policy, workers showed up in short sleeves and could not work without proper PPE.
HSR	23/10/2023	HSR claim at Albert Street in relation to claims with lifting procedure of boom pump.
HSR	11/01/2024	HSR claims in relation to gas at Albert Street following evacuation that occurred the previous day. Workers were evacuated as a precaution but returned back to work later the same day.
HSR	18/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	19/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	20/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	21/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	22/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.

HSR	31/01/2024	HSR led disruption, with CFMEU undertaking heat monitoring in cavern. CFMEU alleged that the heat reached their triggers, so they shut down the cavern. This resulted in all sites being shut down given the cavern is part of the evacuation strategy. All workers left site.
HSR	2/02/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	5/02/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy. A number of workers wore shorts and shirts.
HSR	6/02/2024	HSR claims at multiple sites in relation to heat.
HSR	6/02/2024	HSR claims in relation to heat. Crane crew left for the day.
HSR	7/02/2024	HSR claims in relation to crane and electrical matters.
HSR	15/02/2024	HSR claims in relation heat and workers left to attend a protest in relation to CFMEU heat policy.
HSR	23/07/2024	HSR led disruptions at Albert St concrete pour cancelled.
HSR	24/07/2024	HSR led disruptions at Albert St concrete pour cancelled.
HSR	25/07/2024	HSR led disruptions at Albert St with concrete pour cancelled.
HSR	26/07/2024	HSR led disruption at Albert St with concrete pour cancelled.
HSR	27/07/2024	HSR led disruptions at Albert St with concrete pour cancelled.
HSR	28/07/2024	HSR led disruptions at Albert St with concrete pour cancelled.
HSR	29/07/2024	HSR led disruption at Albert St with concrete pour cancelled.
HSR	30/07/2024	HSR led disruptions at Albert, Roma, Woolloongabba with critical works cancelled.
HSR	31/07/2024	HSR led disruptions at Albert, Roma, Woolloongabba with critical works cancelled.

Boggo Road Case Study Diagram

COMPOUNDING EFFECT OF CFMEU DISRUPTIONS AT BOGGO ROAD WORKSITE



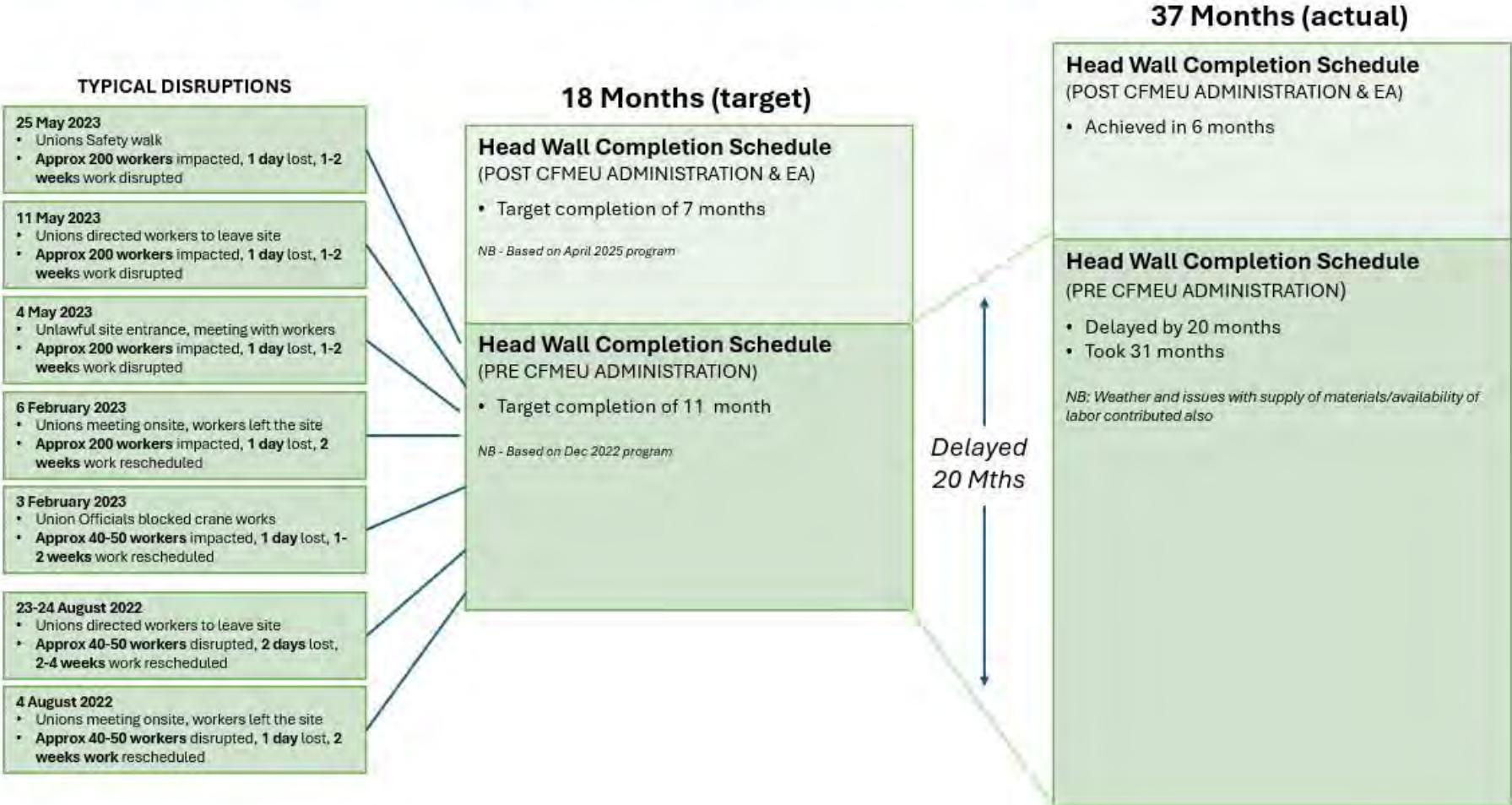
Boggo Road Case Study – Disruptions

Disruption Event	Date	Details
Site Blockade	5/05/2023	CFMEU protest at Boggo Road site, which disrupted nearby Leukemia Foundation and local state school. Around 50 people blocked traffic using water barricades, preventing a delivery truck from entering site.
Site Blockade	26/07/2023	CFMEU protest alleging safety claims. On 27 July when workers tried to return to work, CFMEU, ETU and PPTEU had blocked entrances to a number of worksites.
Site Blockade	27/07/2023	When workers arrived on site, CFMEU, ETU and PPTEU had blocked entrances to a number of worksites.
Concrete Pours Cancelled	22/11/2023	HSR intervention led to Boggo Road concrete pour cancellation.
Concrete Pours Cancelled	22/05/2024	HSR intervention led to Boggo Road concrete pour cancellation.
Concrete Pours Cancelled	23/08/2024	Boggo Road concrete pour cancelled due to industrial activity.
Crane Operations Disrupted	22/07/2022	CFMEU activity on site caused delay to Boggo Road crane lift, causing workers at main station to be put on hold.
HSR	22/11/2023	HSR intervention led to Boggo Rd concrete pour cancellation. The issue related to a traffic controller issues raised the day before (CFMEU delegates looked at the Traffic Management of the site, believed CBGU were non-compliant).
HSR	6/12/2023	HSR claims at Boggo Rd in relation to dust and B3 level closed due to silica dust claims. CBGU addressed claims and work recommenced.
HSR	14/12/2023	HSR claim in relation to Boggo Rd traffic control in relation to a traffic contractor worker and subsequent dispute, resulting in CFMEU requiring all traffic controllers at Boggo Road to be toolboxed and no concrete being poured for two days.
HSR	4/01/2024	HSR claims in relation to Boggo Rd cleaners following an environmental incident that occurred on the Boggo Road Station site after heavy rain events. Four CFMEU delegates attended site. This impacted productivity with no night shifts occurring during the week.
HSR	16/01/2024	HSR claims in relation to Boggo Rd amenities and cleaners.
HSR	18/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	19/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	20/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	21/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	22/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	29/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	30/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	2/02/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.

HSR	5/02/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy. A number of workers wore shorts and shirts.
HSR	6/02/2024	HSR claims at multiple sites in relation to heat.
HSR	15/02/2024	HSR claims in relation heat and workers left to attend a protest in relation to CFMEU heat policy.
HSR	23/02/2024	HSR claims in relation to heat.
HSR	22/05/2024	HSR claims in relation to concrete pour.
HSR	11/06/2024	HSR claims in relation to scaffolding.

Woolloongabba Case Study Diagram

COMPOUNDING EFFECT OF CFMEU DISRUPTIONS AT WOOLLOONGABBA WORKSITE



GN-111

Woolloongabba Case Study - All Disruptions

Disruption Event	Date	Details
Site Blockade	26/07/2023	CFMEU protest alleging safety claims. On 27 July when workers tried to return to work, CFMEU, ETU and PPTEU had blocked entrances to a number of worksites.
Site Blockade	27/07/2023	When workers arrived on site, CFMEU, ETU and PPTEU had blocked entrances to a number of worksites.
Crane Operations Disrupted	24/08/2022	CFMEU meeting led to departure of workers and CFMEU requested for crane contractor to be removed.
Crane Operations Disrupted	25/08/2022	CFMEU meeting led to departure of workers and CFMEU requested for crane contractor to be removed.
Crane Operations Disrupted	3/02/2023	CFMEU blocked Woolloongabba crane works.
HSR	7/12/2023	HSR claims in relation to Woolloongabba rigging.
HSR	5/01/2024	HSR claims in relation to Woolloongabba amenities causing only minimal works to occur on surface.
HSR	18/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	19/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	20/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	21/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	22/01/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy.
HSR	22/01/2024	HSR claims in relation to Woolloongabba amenities.
HSR	2/02/2024	HSR led disruption at Woolloongabba in relation to the CFMEU heat policy. All workers left site. Nightshift and Saturday shift were cancelled.
HSR	3/02/2024	HSR led disruption in relation to the CFMEU heat policy.
HSR	4/02/2024	HSR led disruption in relation to the CFMEU heat policy.
HSR	5/02/2024	HSR led disruption in relation to the CFMEU heat policy.
HSR	5/02/2024	HSR led disruptions at multiple sites in relation to the CFMEU heat policy. A number of workers wore shorts and shirts.
HSR	6/02/2024	HSR claims in relation to heat.
HSR	6/02/2024	HSR claims at multiple sites in relation to heat.
HSR	7/02/2024	HSR led disruption in relation to the CFMEU heat policy. Several workers wore shorts and shirts.
HSR	15/02/2024	HSR claims in relation heat and workers left to attend a protest in relation to CFMEU heat policy.
HSR	23/02/2024	HSR claims in relation to heat.
HSR	24/07/2024	HSR led disruptions at Roma St and Woolloongabba critical works cancelled.

HSR	25/07/2024	HSR led disruptions at Roma St and Woolloongabba critical works cancelled.
HSR	26/07/2024	HSR led disruptions at Roma St and Woolloongabba critical works cancelled.
HSR	27/07/2024	HSR led disruptions at Roma St and Woolloongabba critical works cancelled.
HSR	28/07/2024	HSR led disruptions at Roma St and Woolloongabba critical works cancelled.
HSR	29/07/2024	HSR led disruptions at Roma St and Woolloongabba critical works cancelled.
HSR	30/07/2024	HSR led disruptions at Roma St and Woolloongabba critical works cancelled.
HSR	31/07/2024	HSR led disruptions at Roma St and Woolloongabba critical works cancelled.

GN-112

Angie Smicek

From: Angie Smicek on behalf of (Restored) Matthew Martyn-Jones
Sent: Thursday, 31 July 2025 7:46 PM
To: Angie Smicek
Subject: FW: 20181122 Meeting Notes- Union
Attachments: 20181122 Meeting Notes- Union.pdf

Angie Smicek
 Principal Advisor | Office of the CEO & CFO
 Corporate



crossrverrail.qld.gov.au
 Level 12, 150 Mary Street | Brisbane Q 4000



From: Matthew Martyn-Jones
Sent: Friday, 23 November 2018 4:54 PM
To: [Redacted]
Cc: Rob McPherson <[Redacted]>, Paul Inches <[Redacted]>, Rory O'Connor
 (OCM) <[Redacted]>
Subject: 20181122 Meeting Notes- Union

All,

Thanks to those that attended the meeting yesterday morning for an update on Cross River Rail.

To those that were unable to attend, please find attached a summary of the discussion.

Please note that Paul Inches will be contacting you to discuss input into the training elements of the Project that were canvassed in detail at the meeting.

Thanks again for your participation and please don't hesitate to contact me directly should you need to.

Thanks,

Matt

Matthew Martyn-Jones

General Manager

Strategy, Communications & Engagement

📍 Floor 6, 123 Albert Street | Brisbane Q 4000
 📮 PO Box 15476 | Brisbane City East Q 4002

Notes of CRRDA & Construction Unions Meeting

Date	22 November 2018
Time	7.30am - 8.50am
Location	Level6, 123 Albert Street. Brisbane City QLD 4000

Attendees

Matthew Martyn-Jones (General Manager, CRRDA)
Rob McPherson (Director - Training & Workplace Relations, CRRDA)
Jacqueline Pizzey (Stakeholder Engagement, CRRDA)
Rory O'Connor (OCM)
Paul Inches (Advisor – Employee Relations, CRRDA)
Gary O'Halloran (Plumbers Union Queensland)
Steve Baker (AWU)
Ricky Luke (AMWU)
Mark Raquse (AWU)

Apologies

Peter Ong (ETU)
Jade Ingham (CFMEU)
Rohan Webb (AMWU)

Meeting Notes

The meeting was addressed by Rory O'Connor (OCM) regarding the application of CRRDA's probity requirements.

The meeting was structured around the presentation by Matthew Martyn-Jones of a fly-through digital video of the Project alignment, which supported a discussion and description of the main construction packages i.e. TSD, RIS & ETCS.

CRRDA provided indicative guidance on the timeline for shortlisting and awarding of construction contracts, which reflected these activities occurring during a window of time between end Q1 2019 and mid-2019.

Discussion about the potential for re-location of existing QR assets at Mayne Yard, it was clarified that the video was indicative only and that the final design and related alignment of works would be resolved by the successful alliance parties.

CROSSRIVER RAIL

Delivery Authority

A constructive discussion on the importance of training and the parties' joint commitment to collaborate on the implementation of training for the CrossRiver Rail program of projects was held.

In particular there was an emphasis on the Queensland Government's commitment that an equivalent of 450 trainees and apprentices would result from the application of relevant policies to the Project's construction.

The meeting was advised that CRRDA consultant advisor (Paul Inches) has been engaged to undertake consultation with stakeholders in the training sector in relation to a Best Practice approach to training and how this could be further developed for Cross River Rail.

The Delivery Authority confirmed its role as involving the governance of contractors in relation to their compliance with government policies including the Best Practice Principles, the Queensland Charter of Local Content and the Queensland Government Building and Construction Training Policy.

There was agreement that dialog between the parties would continue in relation to these matters.

GN-113



Deputy Premier
 Treasurer
 Minister for Aboriginal and Torres Strait Islander Partnerships

Our Ref: 00351-2019

1 William Street
 GPO Box 611 Brisbane
 Queensland 4001 Australia
 Telephone [REDACTED]
 Email [REDACTED]

ABN 90 856 020 239

- 1 FEB 2019

The Honourable Paul Lucas
 Chairperson
 Cross River Rail Delivery Authority
 123 Albert Street
 BRISBANE QLD 4000

Dear Mr Lucas 

I am writing to you in relation to the application of relevant Queensland Government policies to the procurement of the Cross River Rail Project (CRR).

As you are aware, CRR is Queensland's highest priority infrastructure initiative, and is a once-in-a-generation investment of \$5.4 billion. Compliance with Queensland Government policies is of paramount importance and consideration of approval to award preferred bidder status and execute contracts will hinge on demonstration of this compliance.

In particular, the '*Queensland Procurement Policy 2018 – Best Practice Principles*' (BPP), covers a range of critical matters for the procurement of large projects including Cross River Rail.

The BPP explains the Queensland Government's expectations in relation to workplace health and safety systems and standards, commitment to delivering opportunities for apprentices and trainees, best practice industrial relations, and a demonstrated history of compliance with procurement and other Government policies. In addition, it is expected that agreements reached would include competitive market rates for labour.

On 18 May 2018 the then Under Treasurer wrote to the Cross River Rail Delivery Authority (Delivery Authority) advising of proposed procurement policy amendments, specifically noting that projects above \$100m, including CRR would be required to adopt the BPP as described above.

This policy was finalised in mid-2018 and published on the Department of Housing and Public Works website, which I am advised was during the bid phase of the Project. I am also advised that CRRDA advised bidders accordingly of the BPP.

While the BPP does not specify rates of pay for skilled labour, it sets an expectation that projects above \$100m will implement best practice industrial relations, which ensure a skilled workforce is attracted and retained for the life of the project's delivery.

The Queensland Government considers that the adoption of best practice industrial relations includes bidders engaging modern and progressive industrial practices, including adopting terms of engagement of workers that are such as to enable the attraction of optimal levels of skills and experience, having regard to the significance of the project and competition for workforce resources from other major infrastructure projects, such as the Queens Wharf Development.

Part of what the Government sees as flowing from the adoption of best practice industrial relations is certainty and stability of that quality workforce to see the project through to successful completion with minimal disruption.

It might ordinarily be expected that these aims would be best achieved by project specific enterprise agreements being in place. Such agreements promote best practice industrial relations by facilitating a detailed focus on all aspects of the employment relationship and achieving the goals of the project in a cooperative and productive way. This includes facilitating the adoption of practices to support the implementation of the highest possible levels of health and safety practices, procedures and training.

However, the Government also recognizes that bidders may wish to propose other ways of achieving the desired results. If so, the Government does not intend that proper consideration of such alternatives should not be given in the assessment process.

Comparative examples of previous projects involving tunnelling construction include Legacy Way and the Clem 7 tunnel.

Another important example of competitive rates in the construction market in South East Queensland at the moment is the Queens Wharf project.

These examples in South East Queensland provide guidance in relation to the types of approaches to industrial relations and wages, that the Government considers meet the expectations identified above.

The Delivery Authority has advised that the Project's interactive bid phase was concluded in October with the submission of detailed bids by proponents. As evaluation of these bids is now underway, it is timely to reiterate to you and your Board that during this important phase of the procurement process, compliance with the BPP and its implementation is of utmost importance to the Queensland Government.

You will need to ensure that the Delivery Authority is able to effectively demonstrate steps it has taken to communicate its expectations about compliance with the BPP to the respective bidders during the course of the procurement process. This should include demonstration by the bidders of the extent and manner in which they have engaged with employees and employee representatives for workers on this project. Early engagement with key stakeholders is critical to ensuring the successful delivery of this project, and is consistent with the processes put in place to date.

The Delivery Authority has also advised that it is expecting Queensland Government to consider a submission in relation to preferred contractors for delivery of CRR as early as March 2019.

As part of this consideration the Delivery Authority will be required to demonstrate in detail each preferred bidder's compliance with the BPP, as well as meeting the expectations outlined above.

In this context, I note that you have advised that each separate contract (TSD, RIS and ETCS) will have different scopes and variable timing for contract award. The Queensland Government's expectation is that prior to contract award, compliance with the BPP will again need to be suitably demonstrated.

Given the critical importance of compliance with this Queensland Government policy, I trust that you are giving these matters detailed consideration.

If you require any further information, please contact Mr Mark Bellaver, Chief of Staff of my office on [REDACTED]

Yours sincerely



JACKIE TRAD MP
DEPUTY PREMIER
Treasurer
Minister for Aboriginal and Torres Strait Islander Partnerships

GN-114

CFMEU CFMEU Construction & General QLD/NT
February 15, 2024 · 🌐

Thousands of blue-collar workers today rallied outside Parliament House in response to a spate of heat-related deaths and injuries in the construction industry.

Workers demanded the resignation of the Minister for Industrial Relations [Grace Grace MP](#), who has overseen the dysfunction within the regulator Workplace Health and Safety Queensland.

Workers also called on the Queensland Government to introduce an effective heat stress code of practice for outdoor and high-risk work.

The grieving family of Daniel Sa'u joined the rally to remember the young father and labour-hire worker who died of heat stress after working at a Cross River Rail worksite in December.

"Queensland workers have had a gutful of watching their mates being taken off sites in an ambulance," CFMEU State Secretary Michael Ravbar said.

"Eight years ago the Queensland coroner recommended an industry-wide code of practice to prevent and manage heat stress for outdoor work, but the government failed to act.

"The consequences for this inaction have been deadly. Workers have been left at the mercy of bad builders and cowboy civil construction companies who care only about productivity and profits.

"In December, Workplace Health and Safety Queensland failed to properly investigate a heat-related fatality on a BMD site near Ipswich.

"On Queensland's biggest infrastructure project, the Cross River Rail, one labourer has died and more than 25 workers have been hospitalised due to heat stress since Christmas.

"The contractor CPB has failed to update its safety procedures and ignored requests by workers to implement the CFMEU's industry-leading heat stress policy.

"As usual, Workplace Health and Safety Queensland is missing-in-action, leaving workers to fend for themselves in a taxpayer-funded death trap.

"Workers and their representatives have been met with delays and denial from a safety inspectorate that is putting a foreign contractor ahead of the safety of Queenslanders.

"More lives will be lost if Minister Grace Grace remains in charge of the regulator. She is the worst industrial relations minister Queensland has ever seen. She should resign immediately or be sacked."

CFMEU
QLD/NT

Media Release

**GRACE MUST GO:
WORKERS CALL ON
INDUSTRIAL RELATIONS
MINISTER TO RESIGN**

15 February 2024



How about some good news to finish up the week?

VALE NEIL SCALES

It is with profound shock and sadness we have to report that TMR director-general Neil Scales is stepping down from his role.

We are sure his departure has nothing at all to do with a multi-million dollar wage theft claim against TMR currently being pursued by the CFMEU. This centres on the systemic underpayment of TMR sub-contractors and a failure to honour terms of contracts stretching back six years.

Nor is Scales' demise in any way linked to his long and distinguished track record of costing Queensland billions of dollars by hiring the cheapest, shoddiest construction companies that taxpayers' money can buy ... only to see project after project (hello Cross River Rail) plagued with delays, engineering failures and massive cost blow-outs.

And as for accusations that TMR under Scales repeatedly ignores the government's own procurement and tendering policies when awarding lucrative contracts? Please, the poor man was just trying to get value for money, and if a few corners relating to quality, safety and competence had to be cut here and there, well let us not dwell on the past.

No, none of that. And please don't believe the persistent rumours circulating about Scales' poisoned relationships and loss of trust within senior government circles. We are assured he will be greatly missed by all who had to deal with him.

So best of luck in the next phase of your life's adventures Neil.

Don't let the door bang you on the arse on your way out.



👍👍❤️ 58

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Ryan Bakker



409

2y Like Reply 🌐

GN-116

From: Nathan Paull [REDACTED]
Sent: 19/01/2024 2:44:11 PM
To: Russell Vine [REDACTED]
Subject: FW: Cross River Rail matter Moorooka / Salisbury - December 2023

Nathan Paull

Director, Media and Communications
Communications and Engagement



[REDACTED]



[REDACTED]



crossriverrail.qld.gov.au



Level 12, 150 Mary Street | Brisbane Q 4000



*We acknowledge the Traditional Owners of this Country, and recognise the continuing connection to lands, waters and their communities.
We wish to pay our respects to the culture of our First Nations Peoples and to Elders past and present.*

From: Adams.Matt[CCE]
Sent: Friday, January 19, 2024 1:41 PM
To: Nathan Paull ; Media
Cc: Saunders.ToddR[CCE]
Subject: RE: Cross River Rail matter Moorooka / Salisbury - December 2023

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OFFICIAL

Hi Nathan,

Please find our statement below we'll be providing to Seven News and CM who have asked for a response.

The following can be attributed to a QPS spokesperson:

Queensland Police will prepare a report for the coroner following the death of a man at Moorooka on December 28.

The 29-year-old Zillmere man was located deceased in a car around 3.30pm on Colebrook Avenue.

The cause of death is yet to be determined and investigations are continuing.

Much appreciated,
Matt



Matt Adams

Acting Media Manager
Media and Public Affairs
Communications, Culture and
Engagement Division
Queensland Police Service

W: [REDACTED]

M: [REDACTED]

Email [REDACTED]

Police Media 24/7: [REDACTED]

Email: [REDACTED]

From: Nathan Paull [REDACTED]
Sent: Friday, 19 January 2024 11:51
To: Adams.Matt[CCE] <[REDACTED]> Media [REDACTED]
Cc: Saunders.ToddR[CCE] [REDACTED]
Subject: RE: Cross River Rail matter Moorooka / Salisbury - December 2023

OFFICIAL

CAUTION: This email originated from outside of Queensland Police Service. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks Matt, appreciate the heads up.

If you could please send through when finalised, that would be great.

Cheers
Nathan

Nathan Paull

Director, Media and Communications
Communications and Engagement

[Redacted]

[Redacted]

[Redacted] crossriversrail.qld.gov.au

[Redacted] Level 12, 150 Mary Street | Brisbane Q 4000

[Redacted]

We acknowledge the Traditional Owners of this Country, and recognise the continuing connection to lands, waters and their communities. We wish to pay our respects to the culture of our First Nations Peoples and to Elders past and present.

From: Adams.Matt[CCE] <[Redacted]>
Sent: Friday, January 19, 2024 11:43 AM
To: Nathan Paull [Redacted] Media [Redacted]
Cc: Saunders.ToddR[CCE] [Redacted]
Subject: Cross River Rail matter Moorooka / Salisbury - December 2023

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OFFICIAL

Good morning,

Please be advised we have received a request from Seven News (copied below) and follow up following CFMEU comment in relation to a sudden death last month.

QPS will prepare a report for the Coroner, however we are working on a brief statement to provide back to Seven News.

We will share once finalised for awareness.

Is there any information QPS has on a death at Cross River Rail site on 28th of December.

A worker has said it was heat related stress, and the 29-year-old man was found in his car by QPS in Salisbury on the above date.

This is all the information we have received, just trying to firm up if it's being treated as self-harm or not.

A 29 year old male died on the 28th of December due to heat related illness on the cross river rail project.

He was working at yeeronpilly , where he exhibited symptoms of heat stress , he was placed in his car to cool down, and had left site and was found a few hours later by police unfortunately deceased,in Salisbury a few kms from the job.

Cpb management initially tried to keep it quiet, but as the story spread through the workforce, management decided to address the workers and told them the deceased male had committed suicide .

Much appreciated,
Matt



Matt Adams

Acting Media Manager
Media and Public Affairs
Communications, Culture and
Engagement Division
Queensland Police Service

W; [REDACTED]
M: [REDACTED]
Email [REDACTED]

Police Media 24/7: [REDACTED]
Email: [REDACTED]

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GN-117

From: "Butler, Chris" [REDACTED]
Sent: Thur 07/10/2021 1:04:56 PM (UTC+11:00)
To: Kevin Mara [REDACTED]
Cc: "Prior, Terry" [REDACTED]
Subject: Info

CAUTION

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Kevin,

Please see below.

CBGU has a sophisticated and strategic approach to employee assistance, provision of care and mental health awareness.

Gryphon provide the Project with a range of services, including:

- 24/7 Employee Assistance Program available to employees and their immediate families for work and non-work related issues.
- Professional counselling.
- 24 hour, 365 days per year critical incident response services.
- Access to a 24/7 Supervisor Support Service.
- EAP training, briefings and workshops, etc
- Complimentary online webinars available to all employees and their families. Topics range from self-care, managing work life balance, motivation, and more. For example during October there are 8 individual webinars.
- Subcontractor support - while most companies have an established EAP provider, in the event they don't the Project will provide this service to the company and their employees on the Project.

All of the CBGU JV companies had existing arrangements with Gryphon. Therefore, it was a natural choice to use Gryphon on the Project.

Better Mental Health in the Construction Industry

CBGU utilises the services of St John Ambulance to provide 'Better Mental Health in the Construction Industry' Training to employees on the Project. The Course is endorsed through Construction Skills QLD.

To date there has been over 50 individuals complete the program.

Free Health Check – Safety Campaign

Launched on 20 September 2021, CBGU is offering to all workers on the Project, direct hire employees, staff and subcontractors a free and confidential 5-point health check conducted by a register nurse on site.

The 5-point health check covers:

- Cholesterol check
- Glucose check
- Blood pressure check
- Cardiac risk assessment
- And a general discussion with the nurse regarding any health concerns

The health checks will be provided by a qualified nurse from external third-party provider.

Mates in Construction

- Mates in Construction (MIC) have not attempted to access any of our sites, nor has a formal request to discuss the program been made. It should also be recognised that in many respects the MIC offer a slightly narrower focus (mainly on suicide prevention) compared to what the Project already has in place.
- The only time a MIC rep has been on site, was on 24.08.21 during an unauthorized entry at the Roma Stations site along with BUSSQ and the CFMEU, who set up a BBQ on site without authority.
- All representatives, including the MIC rep, were told the entry was unlawful and they had to leave the site, which they chose to ignore. After 2 hrs they left site.
- CFMEU and BUSSQ had improper PPE and did not follow Covid-19 site protocol.
- The matter was reported to the ABCC within 24hrs of the incident, consistent with CGBU's legal obligations.

Regards

Chris Butler

Shared Services Director



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

T [REDACTED]
E [REDACTED]

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GN-118

From: Early Alert [REDACTED]
Sent: Tue 23/05/2023 11:21:55 AM (UTC+10:00)
To: [REDACTED], Vincent Scarcella
 [REDACTED], Teneale Gracie
 [REDACTED], Sally Brough [REDACTED]
 "@SLT"
 [REDACTED], Nathan Paull
 [REDACTED], Alex McCrohon [REDACTED]
 [REDACTED], Ron Connor
 [REDACTED], Belinda Edwards
 [REDACTED], Brad Sandford
 [REDACTED], Tony Joslin [REDACTED], Kate
 McConnell [REDACTED], Leo Reynolds
 [REDACTED], Zoe Quinn [REDACTED]
Subject: CONFIDENTIAL: Early Alert | Union activity across Cross River Rail sites

**CATEGORY**

Employee Relations Construction Safety Other
 Environment Community Corporate

Officer name:	Sally Brough (Project Manager, Stakeholder Engagement)	Contact details:	[REDACTED]
Date issue identified:	22 May 2023	Time:	11:00am
Location of issue:	Numerous sites across the project	CRRDA Area Manager:	Jeremy Kruger (Program Director)
Situation:	<p>On Monday 22 and Tuesday 23 May 2023, CFMEU representatives have entered several Cross River Rail construction sites, as outlined below: <u>Monday 22 May 2023</u></p> <ul style="list-style-type: none"> • Boggo Road: <ul style="list-style-type: none"> ○ Four representatives unlawfully entered Boggo Road site. Three of which subsequently accessed the tunnels and walked to Woolloongabba station and back to Boggo Road. ○ CBGU-JV representatives followed the union representatives through the Boggo site however as the CBGU staff were not inducted to enter the tunnels, they stopped following once the CFMEU representatives entered the 		

tunnel.

- As the tunnels are a Rail Restricted Zone, the CFMEU representatives accessed the area without correct permits or correct PPE.
- The CFMEU representatives left site approx. 12.30pm.

• **Albert Street:**

- Two representatives unlawfully entered Albert Street Lot 1 site behind an authorised vehicle that was entering site.
- Representatives attempted to disrupt scaffold and steel fixing works.
- Representatives subsequently accessed the Lot 2 cavern site.
- Representatives left site at approx. 1.00pm.

• **Northern Portal:**

- Two representatives presented at the Northern Portal attempting access under a Section 117 notice (inquire into suspected contraventions of the Act – section 117 of the WHS Act).
- Approximately 12pm, CFMEU representatives were escorted into the tunnels by CBGU-JV representatives. Focus of the visit was the recent derailment incident.
- Representatives left site at approx. 4pm.

• **Roma Street:**

- Three delegates entered Roma Street station site (with appropriate Section 117 paperwork) and were met by CBGU-JV safety team who escorted them to the M&E building works.

• **RNA Site:**

- Three CFMEU representatives attended RNA site (with appropriate Section 117 paperwork).
- The representatives looked at fencing, bracing of temporary fencing, security of the compound and hand washing stations.
- No notifications were raised or actions issued
- Representatives left the site.

Tuesday May 2023 (as at 10.30am)

• **Boggo Road:**

- Two CFMEU representatives unlawfully entered site.
- As at 10.30am representatives were still on site.

• **Woolloongabba:**

- Two CFMEU representatives unlawfully entered site and conducted a site walk with CBGU representatives and an on-site CFMEU representative.
- The two CFMEU representatives proceeded to walk through the TBM tunnel from Woolloongabba to Albert Street where they emerged from Lot 2 and departed site. CBGU have reported they were not wearing appropriate

	<p>tunnel PPE.</p> <ul style="list-style-type: none"> • Albert Street: <ul style="list-style-type: none"> ○ Two representatives entered Lot 1 and three representatives entered Lot 3, with appropriate Section 117 paperwork. ○ CFMEU representatives currently in crib rooms meeting with workers. ○ As noted above, CFMEU representatives arrived at Lot 2 site from Woolloongabba. • Roma Street: <ul style="list-style-type: none"> ○ CFMEU representatives entered M&E building site with appropriate Section 117 paperwork to review a reported call point issue. ○ CFMEU remain on site in discussions with CBGU safety team. • Rocklea station: <ul style="list-style-type: none"> ○ Two CFMEU representatives unlawfully entered site this morning. ○ Both departed site at 9.30am • The Delivery Authority is aware of further action on Tuesday 23 May at the Cross River Rail Delivery Authority office. Flyers were distributed to workforce on Monday 22 May promoting action.
Next Steps	
Actions <i>(include Action Officers)</i>	<ul style="list-style-type: none"> • CBGU-JV: provide updates as information is available. • CRRDA: to monitor media sentiment
Media holding lines	<ul style="list-style-type: none"> • The Delivery Authority is aware CFMEU delegates entered numerous Cross River Rail sites on Monday 22 May and Tuesday 23 May 2023. • In some instances, these visits were unlawful, the delegates did not have correct permits and a number of site areas were accessed without correct PPE. • The visits did not result in any notices being issued. • The Delivery Authority and our major contractors take safety extremely seriously and are committed to our industrial relations obligations under the law.

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GN-119

From: Jeremy Kruger [REDACTED]
Sent: Thur 18/01/2024 2:32:51 PM (UTC+11:00)
To: Graeme Newton [REDACTED], Sam Romano [REDACTED], Kevin Mara [REDACTED], Russell Vine [REDACTED], Nathan Paull [REDACTED]
Subject: Fwd: IR update.

FYI

Jeremy Kruger
Program Director
Program Delivery | CRRDA

Mobile: [REDACTED]
 Email: [REDACTED]
www.crrda.org.au

From: McCann, Michael
Sent: Thursday, January 18, 2024 12:54:44 PM
To: Sam Romano ; Jeremy Kruger ; McReight, Warren ; Brenden Bryan ; Sanfilippo, Vince ; Matthew Olsson ; Ray Rawlings ; Dunne, Troy ; Jason Malouf
Cc: Elliott, Paul ; Ockford, Adrian ; Goodridge, Scott ; Tony Eid ; Matthews-Frederick, Simon
Subject: IR update.

CAUTION

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Gents,

Just an update on the current status on the project regarding IR issues are as follows;

The unions has barred access to all areas of the site including some gates locked and union vehicles blocking gates. Union representative are in all areas stopping works.

We are in the short term concentrating on activities to allow the SCAS works in the south to be handed back to QR by 18.00hrs today for rail operation, this is proving difficult as one of the union delegates is standing in the track refusing to move and is stopping track inspection and tidy up works. We have contacted the police and they are on site. We have also asked WHSEQ to attend site to help resolve this issue. **This is a risk to hand back today** which we are looking at various alternative options.

I have engaged legal support to help with advice and if deemed appropriate, prepare any relevant submissions to Fairwork to get us back to work.

I have set up 2 calls a day going forward to brief senior members of the Alliance about this ongoing issue and relevant actions.

I did call the union today asking them to stop and they said no until their heat policy was adopted. That in itself needs to be discussed and understood by all parties.

If you would like to discuss please do not hesitate to contact me on this matter.

Kind Regards

Michael McCann

Alliance Manager



271 Gilchrist Avenue, Herston, QLD 4006, Australia
PO Box 1227, Milton, QLD 4064

T M [REDACTED]
E [REDACTED]

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GN-121

- 20/12/18
- Union meeting with DP+R
- note AWD did not attend
- Meeting was quite tense and at moments hostile.
 - Unions made multiple false assurances about the project agreement process and the gov's ability to enter into such an agreement
 - They used the term Framework Agreement as a way of evading project agreement but essentially they wanted the gov via the JDA to agree terms + conditions at a framework level and impose that onto the bidders
 - The DP pushed back and seemed to understand the requirements of the FW Act + ABCC code
 - The focus shifted to why hadn't the contractors met with the unions

- I explained that we had not told anyone / or given instructions about meetings & the unions & bidders were free to meet with each other (we are aware the AWU has already had extensive meetings)
- That was not well received & I was attacked by CFMEU rep saying it was our responsibility to get bidders to meet with unions
- We offered Paul Inches as a conduit to us if unions wanted any discussions
- The meeting went on for some time with many circular lines of argument which felt like the union reps were never going to be satisfied
- At one stage a rep from metals union started to have a convoluted and the protracted

advisor intervened to shut down the direct ref.

- In the conclusion the DP said she would write to the DA and set expectations around compliance with BPP and that it would need to be demonstrated ~~as part~~ of CORE submission



Protect your workers from summer heat stress

With many parts of the state experiencing extreme temperatures, employers are reminded they must have plans in place to help keep workers safe from heat related illness.

Heat stress is the total heat load on the body from sources including:

- ambient air temperature
- radiant heat from other sources (e.g. vehicles, equipment and hot-work processes)
- air movement
- relative humidity
- individual task requirements
- metabolic heat produced by the body because of physical activity.

Working in hot or humid environments can cause heat-related illness and in some cases this can be fatal. There is no recommended temperature limit at which work should cease as setting a safe or unsafe limit simply based on ambient air temperature is not appropriate due to the many variables associated with the onset of heat stress.

The risk is also not just related to temperature. There is a combination of factors that contribute to heat-related problems at work, including:

- exposure to direct sunlight, especially during the hottest part of the day
- exposure to reflected heat from metals and glass
- strenuous tasks or work for sustained long periods
- exposure to additional heat from machinery
- inadequate cooling off, rest periods or insufficient water consumption
- climatic conditions (low air movement, high humidity, high temperature)
- clothing and personal protective equipment that reduces heat loss from the body
- workers not being used to carrying out physical work in hot conditions
- poor diet, vomiting, diarrhoea or alcohol and caffeine consumption
- fatigue related to inadequate or irregular sleep patterns.

A safe system of work should include an assessment of both the environmental conditions at the workplace and the physical well-being of workers, as well as ongoing monitoring and supervision in hot conditions, especially during very hot and humid weather.

The risk and severity of heat related illness will vary widely among workers, even under identical heat stress conditions.

You can prevent heat stress by:

- modifying the work environment:
 - Reduce radiant heat by insulating hot surfaces, clad or cover sources of radiant heat, and use radiant heat shields, or barriers.
 - Increase air movement by installing exhaust or extraction fans to remove hot air, opening doors and windows, installing fans and artificial cooling such as evaporative coolers, air conditioning, vortex tubes, or chillers.
- modifying the way work is carried out:
 - Use mechanical aids such as tractors, forklifts and telehandlers to reduce the physical workload – even better if they have air-conditioned cabs.
 - Provide rest areas/refuges as near to the work area as possible for workers to escape the heat by. You can use shelters from gazebos, insulated structures, or airconditioned cabins.
 - Use administrative controls could include scheduling of work, rest intervals, fluid replacement and buddy systems.
 - Provide personal protective equipment such as hats and UPF clothing.

Further information

For more information on meeting heat-related obligations:

- [Heat stress \(basic\) calculator](#)
- [Guidance on managing the risk of heat stress](#)
- [Managing the work environment and facilities Code of Practice 2021](#) (PDF, 0.57 MB)

Last updated 25 January 2024

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