

# Workplace Relations Management Plan

## Parkes to Narromine (P2N)



Job Name: Parkes to Narromine (P2N)

Job No.: 2400-0012

Client: Australian Rail Track Corporation (ARTC)

Authorised by: Patrick Pearl Date: 10/4/2018

Reviewed by: Terry Waterson Date: 11/4/2018

HR Manager Approval: Steve Thomas Date: 11/4/2018

### Document Version Control

| Revision No. | Revision Date | Details of Revision                               | Approved By                                                                           |
|--------------|---------------|---------------------------------------------------|---------------------------------------------------------------------------------------|
| 1A           |               | Issued for Tender                                 |                                                                                       |
| 2            | 29/06/2018    | Issued for ABCC Approval (Requested Changes made) |                                                                                       |
| 3            | 05/07/2018    | Issued for ABCC Approval (Requested Changes made) |  |

# Workplace Relations Management Plan

Parkes to Narromine (P2N)

Business Management Systems (BMS) Group

Document No.: HEQ-TPE-01508

## Table of Contents

|                                                                    |    |
|--------------------------------------------------------------------|----|
| 1. Purpose .....                                                   | 5  |
| 2. Scope .....                                                     | 5  |
| 3. Introduction .....                                              | 5  |
| 4. Administration .....                                            | 6  |
| 4.1. Organisational Structure .....                                | 6  |
| 4.2. External Support .....                                        | 9  |
| 5. Workplace Relations Risk and Past Experiences .....             | 9  |
| 6. Induction .....                                                 | 10 |
| 7. Communication .....                                             | 11 |
| 8. Subcontractor Management .....                                  | 12 |
| 8.1. Subcontractor Procurement .....                               | 13 |
| 8.2. Subcontractor Compliance .....                                | 14 |
| 8.3. Responsibility for Industrial Matters .....                   | 15 |
| 8.4. Unlawful Industrial Action .....                              | 15 |
| 9. Conditions of Employment .....                                  | 16 |
| 10. Labour Productivity .....                                      | 16 |
| 10.1. Identified Labour Productivity Initiative .....              | 17 |
| 10.2. Labour Productivity Key Performance Indicators (KPI's) ..... | 18 |
| 11. Engagement of Direct Labour .....                              | 19 |
| 12. Freedom of Association .....                                   | 20 |
| 13. Entry to Premises .....                                        | 22 |
| 13.1. General Practice .....                                       | 22 |
| 13.2. Site Access Procedures for Union Officials .....             | 23 |
| 13.3. Subcontractors .....                                         | 24 |

|                                                                                                                |                                              |             |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------|
| 13.4.                                                                                                          | Breach of Right of Entry .....               | 24          |
| 13.5.                                                                                                          | Site Access and Security .....               | <u>2524</u> |
| 13.6.                                                                                                          | Accommodation and Transport.....             | 26          |
| 13.7.                                                                                                          | Early Enabling Works.....                    | 26          |
| 13.8.                                                                                                          | Management of Security / Site Access .....   | 26          |
| 13.9.                                                                                                          | Grievance Management.....                    | 26          |
| 13.10.                                                                                                         | Subcontractors .....                         | <u>2827</u> |
| 14.                                                                                                            | Industrial Impacts .....                     | 28          |
| 14.1.                                                                                                          | Secondary Boycott.....                       | 29          |
| 15.                                                                                                            | Compliance with the Building Code 2016 ..... | 29          |
| 16.                                                                                                            | Fitness for Work Management Standard .....   | 30          |
| 17.                                                                                                            | Security of Payments .....                   | 30          |
| Attachment A – Information regarding compliance with the tendering and performance of building work 2016..     |                                              | 32          |
| Appendix A – Project Organisational Chart .....                                                                |                                              | 34          |
| Appendix B – Industrial Relations Risk Matrix .....                                                            |                                              | 35          |
| Appendix C – History of Project Delivery .....                                                                 |                                              | 40          |
| Appendix D – Declaration of Compliance with the Code for Tendering and Performance of Building Work 2016 ..... |                                              | <u>5049</u> |
| Appendix E – Disciplinary Guidelines .....                                                                     |                                              | <u>5950</u> |
| Appendix F – Summary of Freedom of Association Objectives and Prohibitions .....                               |                                              | <u>951</u>  |
| Appendix H – Freedom of Association Policy .....                                                               |                                              | <u>1354</u> |
| Appendix I – Management of Unlawful Industrial Action .....                                                    |                                              | <u>1555</u> |
| Appendix J – Fitness for Work Management Standard .....                                                        |                                              | <u>1757</u> |
| Appendix K – Payment Dispute Resolution Process .....                                                          |                                              | 58          |

## 1. Purpose

The purpose of this Workplace Relations Management Plan (WRMP) is to detail the policies, procedures, objectives, strategies, systems and processes that The INLink Joint Venture (JV parties comprising BMD Constructions and Fulton Hogan Construction), will utilise to effectively manage employee relations, (including industrial relations) to ensure compliance to the Code for the Tendering and Performance of Building Work 2016 (the Building Code 2016).

## 2. Scope

This WRMP shall apply to INLink's scope of works on the Parks to Narromine (P2N) Project (the Project). This WRMP is a live document and as such will be amended, updated or altered to ensure where all necessary changes identified are recorded, communicated and implemented to relevant stakeholders.

Any employees or subcontractors appointed by INLink will be required to fully comply with the requirements set out within this WRMP. Noting that this WRMP will apply to any person performing building work on the project.

Any amendments to the WRMP will be submitted to the Australian Building and Construction Commission (ABCC) for their approval prior to implementation.

## 3. Introduction

INLink aims to achieve a structure and culture within the organisation that provides all Parties involved in the employment relationship with the following:

- Beneficial and productive outcomes;
- A safe workplace;
- Effective communication;
- Compliance; and
- Respect.

INLink will establish a work environment where management, employees, subcontractors and relevant unions work together in a cooperative manner, where suggestions and contributions of all groups will be actively sought and encouraged. INLink sets a high standard for safety performances, quality, overall cost effectiveness, and effective employee relations management.

INLink is committed to carrying out its scope of works as defined by the Client, effectively and efficiently, by ensuring compliance with INLink's or respected subcontractor Enterprise Agreements, any applicable legislation and this WRMP in respect of the direct workforce and that of the subcontractors.

INLink will implement the mechanisms to ensure there is understanding and compliance with the industrial relations strategy by project management, supervisors, employees and subcontractors.

This WRMP has been developed in compliance with the Building Code 2016 to:

- a) Promote an improved workplace relations framework for building work and promote compliance with this code of practice, the Act and designated building laws and encourage the development of safe, healthy, fair, lawful and productive building sites for the benefit of all building industry participants; and
- b) Assist industry stakeholders to understand the Commonwealth's expectations of, and requirements for, entities that choose to tender for Commonwealth funded building work, are awarded Commonwealth funded building work, or both; and
- c) Increase efficiency and cost savings in the work performed by code covered entities by ensuring that they understand and comply with this code of practice, the Act and designated building laws; and
- d) Increase the likelihood of timely, predictable, and cost-efficient delivery of Commonwealth funded building work through the use of building contractors and building industry participants that consistently adhere to this code of practice, the Act and designated building laws; and
- e) Help fund entities to identify and work with building contractors and building industry participants with track records of compliance with this code of practice, the Act and designated building laws; and
- f) Reduce execution delays and costs in relation to Commonwealth funded building work by not engaging building contractors and building industry participants with track records of non-compliance with this code of practice, the Act and designated building laws; and
- g) Further, the Building Code 2016 establishes an enforcement framework under which building (civil) contractors and building (civil) industry participants may be excluded from tendering for, or being awarded Commonwealth funded building (civil) work if they do not comply with the code of practice.

## **Part A: Administration**

### **4. Administration**

This section outlines the organisational structure of the project, including the identification of staff, reporting lines and responsibilities, with particular emphasis on those roles and responsibilities which affect compliance with the code of practice and labour productivity.

#### **4.1. Organisational Structure**

The project's personnel structure, for implementation in accordance with the Building Code 2016 inclusive of reporting of matters associated to labour productivity and industrial relations compliance to the Building Code 2016 as applicable, is as follows:

- ❖ (For illustration purposes. Please refer to [Appendix A – Project Organisation Chart](#))

### Group Executive Director - Operations

- Developing of industrial relations policy and strategy for the organisation.
- The Group Executive Director – Operations has overall Code Compliance responsibility, including reporting on issues and their resolution to the Board as required.
- The responsibility for the effective and efficient management of the Code Compliance System has been delegated to the Group Business Systems Manager. Along with responsibility of leading its integration into management practices and processes.

### Group Business Systems Manager

- Ensuring the monitoring and reviewing of the implementation of processes and practices so that they are effective and efficient in managing the Building Code 2016 compliance.
- Implement processes and practices to ensure compliance with the Building Code 2016 in respect to INLink's subcontractors.

### Operational Senior Management (General / Operations / Construction Managers)

Operational Senior Management is defined as the off-site regional Senior Management team for BMD Constructions and Fulton Hogan Construction.

- Are responsible for ensure their Projects are monitored and reviewed to the Building Code 2016 legislative to provide compliance;
- Action and monitor non-compliance/conformance within agreed timelines; and
- Manage Industrial relations at a Business Unit level.

### Project Manager

- Implementation of processes, practices and overall management of the project industrial relations;
- Coordination of subcontractors for industrial relations;
- Collect information in relation to the identification of losses and costs associated with unlawful industrial action;
- Manage and review compliance obligations, including those of subcontractors;
- Plan, manage and review productivity programs;
- Day to day management of site industrial relations issues raised by subcontractors; and
- Report any alleged breaches of the Building Code 2016 to the ABCC as soon as practicable, but no later than 2 working days after becoming aware of the breach or suspected breach and advise the ABCC /and the CCU) of the steps proposed to be taken to rectify the breach in accordance with Section 17 of the Building Code 2016;;
- Notify the ABCC of the steps taken to rectify a breach of the Code within 14 days of providing the notification; and

- Report actual or threatened industrial action (whether protected industrial action under Section 8 of the Act or industrial action that is not protected) to the ABCC as soon as practicable, but no later than 24 hours, after becoming aware of the threat or action.

### Supervisor / Superintendent

- Day-to-day management of site issues and grievances of their direct employees;
- Management of Right of Entry procedures; and
- Coordinate information on labour productivity.

### HSE Representatives

- Management of Right of Entry procedures for Safety issues;
- Conduct Workplace Inductions; and
- Day-to-day management of health and safety issues on site.
- The HSE Representative is a member of INLink Site Management and hence not elected by the workers.

### Engineering Support / Contracts Administrator

- Management of subcontractors. Specifically contract documents and ensure compliance with the Building Code 2016.
- Report any sham contractor if identified.

### Human Resources Manager

- Administration of discipline and grievance management procedures;
- Notify ABCC regarding a breach or a suspected breach of the Building Code 2016 or any actual or threatened industrial action (whether protected industrial action or industrial action that is not protected) by employees of INLink; and
- Management of unlawful industrial action.

### External Advisor

- Assist in ensuring compliance with the Building Code 2016 in respect of INLink and subcontractors.
- Maintaining industrial information and assistance as required.

Should INLink discover any breach, or a suspected breach of the Building Code 2016, INLink will notify the ABCC as soon as practicable, but no later than 2 working days after becoming aware of the breach or suspected breach and advise the ABCC of the steps proposed to be taken to rectify the breach at this time in accordance with Section 17 of the Building Code 2016. The steps to rectify the breach must be taken within 14 days of providing the notification in accordance with Section 17 of the Building Code 2016. INLink's [Notification of Breach of Code](#) form will be utilised in this process.

## 4.2. External Support

The following external advisor may be contacted for information regarding employee relations and this WRMP:

|                |                                        |
|----------------|----------------------------------------|
| <b>Name</b>    | Greg Power                             |
| <b>Company</b> | Drayton's Workplace Consulting Pty Ltd |
| <b>Address</b> | PO Box 305, Wynnum QLD 4178            |
| <b>Phone</b>   | Ph.: (07) 3831 7099 or 0411 440 082    |

The role of external support will include:

- providing general advice and guidance on workplace relations matters;
- representing INLink in tribunal or court proceedings on workplace relations matters if required;
- advice and assistance with the implementation of and compliance with industrial instruments if required;
- development of strategies to support the implementation of the WRMP;
- provision of pre-bid advice and guidance on workplace relations matters to subcontractors if required;
- assisting INLink with Union right of entry requests to ensure legal requirements are complied with;
- disciplinary procedures, including investigations and the implementation of disciplinary outcomes including terminations as required;
- representation and assistance in resolving workplace relations disputes as directed; and
- assisting and advising on workplace relations issues raised by employees, employee organisations or Unions.

INLink shall maintain effective and productive relationships with employees, subcontractors and where relevant, officers, delegates and other representatives of building associations on the Project. INLink shall adopt the processes outlined in [Section 7 Communication](#) of this WRMP to establish effective communication channels with the workforce. Any communication with, officers, delegates and other representatives of building associations on the Project, will be undertaken in manner consistent with the freedom of association provisions of the Code and does not breach the Code or the Fair Work Act including Right of Entry provisions.

## Part B: Workplace Relations Risk and Past Experiences

### 5. Workplace Relations Risk and Past Experiences

An Industrial Relations Risk Assessment Matrix can be found in [Appendix B](#). This includes a list of industrial risks that may affect the provision of service delivery on the Project and proposed risk mitigation actions.

[Appendix C](#) includes a summary of current and completed projects in Australia within the last 2 years.

There has been no delay or lost time or cost escalation at BMD or Fulton Hogan projects nationally in the past 2 years arising from Workplace relations management issues.

## Part C: Induction

### 6. Induction

INLink will conduct inductions utilising face to face presentations, posters, flyers and online training prior to work commencing on the project for both the direct and subcontractor workforce with this being a contract requirement for subcontractors. The induction will be undertaken by a Project HSE Representative who is a member of INLink Site Management (and hence not elected by the workers.) and Project Staff member. With it covering the following in respect of INLink and the Client:

- Work Scope;
- Safety and Environmental Commitment;
- Safety and Environmental targets;
- Relevant Safety and Environmental management procedures;
- Outline Objectives of the Building Code 2016 (including Compliance, Productivity, Freedom of Association);
- Freedom of Association;
- An outline of the dispute procedure and communications structure in relation employee relations;
- Fitness for Work expectations;
- Right of Entry and Unprotected Industrial Action procedures;
- Disciplinary Procedure & Drug and Alcohol Discipline Procedure;
- Check and verification of each employee and subcontractor's qualifications, licences and tickets;
- Work Cycles and work breaks;
- Outline of the applicable wages and conditions onsite;
- Security;
- Travel arrangements;
- Accommodation arrangements;
- Team environment;
- Logistics/transportation;
- Stand-down and Inclement Weather procedures; and
- Key Goals and Expectations of the Project.

As part of the induction process, INLink shall ensure that officials, delegates or other representatives of building associations do not undertake or administer induction processes on the Project.

Further, INLink shall ensure that 'secondary' inductions conducted by representatives of building associations do not occur on the Project. This shall be guaranteed through maintaining effective and productive relationships with the INLink workforce and ensuring that right of entry occurs strictly in accordance with the Fair Work Act 2009 (Cth) and NSW: Work Health and Safety Act 2011 (NSW).

## **Part D: Communication**

### **7. Communication**

INLink will implement a communication requirement with all supervisors and managers to report regularly on industrial issues as well as immediate reporting of potential disputes and actual disputes.

INLink will report monthly to the Client through its Project Manager and Superintendent on industrial relations issues as well as immediate reporting of potential, likely and actual disputes in respect of its direct workforce or subcontractor workforce. INLink shall liaise with, and take direction from Internal Senior Management and/or its External Advisor as to the appropriate response and/or action to be taken in relation to any employee relations issue affecting its direct or subcontractor workforce. Any breach or suspected breach of the Building Code 2016 shall be reported to the ABCC as soon as practicable via the BMD Human Resources Manager, but no later than 2 working days after becoming aware of the breach or suspected breach.

INLink shall maintain a relationship with the relevant stakeholders in the Project at the levels of project management, Senior Management and through the Company's External Advisor.

The following measures will be implemented to ensure appropriate communication on industrial relations matters:

- Relevant industrial relations matters will be addressed at [Prestart](#) and [Toolbox](#) Meetings, as and when they occur;
- Acquiring and disseminating industrial relations management information through a variety of channels, including internal newsletters, publications, toolboxes and team meetings to ensure management and employees are well versed in up-to-date employee relation matters;
- Any reports of industrial relations issues arising from pre-start meetings will be forwarded to Senior Management within INLink and the Client's Representative where appropriate; and
- INLink will provide an update via monthly reporting to the Client on industrial relations matters.

Further, INLink shall ensure regular communication with its workforce in relation to its day-to-day operations through:

- Conduct daily pre-starts to communicate to employees in terms of matters such as Workplace Health and Safety matters, Freedom of Association, Right of Entries, Productivity, and short informative sessions relating workplace matters as the topics require;
- Weekly tool box meetings to emphasise and communicate items to employees including company information, safety initiatives and short-term milestones;

- Ensure proper communication and consultation with the direct and subcontractor workforce on any proposed changes to site working conditions or to address any issue that has arisen on the site; and
- Ensuring there is an established communication system with the direct workforce and dispute handling procedure to address grievances.

Prior to commencement on site, INLink shall ensure that subcontractors have an understanding in regard to and are compliant with the Building Code 2016. Prior to commencement on site, INLink shall communicate to tenderers and subcontractors how the requirements of the Building Code 2016 apply to all contractors and building industry participants on site through discussing the Building Code 2016 during on-site meetings, ensure potential subcontractors complete a The Building Code 2016 [Declaration of Compliance](#) (a sample has been provided in [Appendix D](#)) and by confirming engaged subcontractor compliance at monthly subcontractor meetings.

## **Part E: Subcontractor Management**

### **8. Subcontractor Management**

Management will implement the following measures in respect of any subcontractor engaged to perform works on the Project to ensure subcontractors conform to INLink's industrial relations strategy:

- Ensure that subcontractors have an understanding in regard to compliance with industrial instruments and legislation;
- Ensure that subcontractors have an understanding in regards to and are compliant with the Building Code 2016 by completing The Building Code 2016 [Declaration of Compliance](#) forms.
- Potential subcontractors are assessed on industrial instrument compliance and industrial relations performance history by requiring pre-qualification statement on industrial instrument compliance, if required;
- Provision of an industrial relations support service to management and where appropriate for subcontractors;
- Regular (monthly) reporting of industrial relations from subcontractors and recording via the utilisation of INLink's [Subcontractor Monthly Meeting Agenda](#) (or similar);
- Ensure subcontractors demonstrate compliance with statutory workplace rights and other obligations;
- All INLink subcontractors will be required to comply with the Project WRMP;
- Ensure that subcontractors are not discriminated against or coerced, unduly influenced or unduly pressured to make above-entitlements payments or to contribute to a particular fund or scheme, or support a particular product, service or arrangement through t subcontractors being briefed of the Code requirements at initial contract engagement and being bound through contract terms to comply with this and the remaining requirements of the Code and the WRMP; and

- All subcontractors and their employees adhere to the [Fitness for Work Management Standard](#) applied on the Project.

INLink will ensure that subcontracts contain provisions that warrant grievances and disputes be reported to INLink and the Head Contractor. INLink will ensure each subcontractor adheres to INLink's WRMP, that each subcontractor takes all requisite steps to stop any unlawful industrial action when it occurs.

INLink will take appropriate action in respect of any subcontractor and/or employee considered to be operating in a manner inconsistent with the Project's objectives and goals. INLink shall ensure regular reporting of industrial relations from subcontractors.

The major subcontract packages anticipated in the delivery of this project may include:

- a) Signaling;
- b) Track;
- c) Fencing;
- d) Concrete Supply;
- e) Precase Supply;
- f) Sealing Works;
- g) Traffic Control;
- h) Geotech Testing; and
- i) Lime Stablising.

These Works packages are expected to be delivered as discrete subcontract packages managed in accordance with the principles stated above. Generally, the subcontractor's scope will reflect the Head Contract obligations with suitable resource levels required to successfully execute the subcontract works to comply with the INLink program and administrative requirements.

### **8.1. Subcontractor Procurement**

INLink will utilise the relevant ABCC model clauses for the subcontractor procurement as detail in BMD's [Code Compliance Standard](#). Key points are as follows

- All requests for tendering and expressions of interest from subcontractors/contractors must include the ABCC model advertisement clause, the tender clauses and declaration of compliance. All requests for tendering and expressions of interest from subcontractors/contractors must include the ABCC model advertisement clause, the tender clauses and declaration of compliance.
- A completed ABCC model declaration must be received from all applicable subcontractor proponents.
- A subcontractor will not be awarded work until the completed declaration and supporting documentation demonstrate that the subcontractor meets the eligibility requirements of Section 23 of the Building Code. This includes the set requirements that the subcontractor (or a related entity) are not covered by an enterprise

agreement that does not meet the requirements of Section 11 of the Code; and are not subject to an exclusion or sanction. All purchase orders and contracts will include the ABCC model contract clauses that require the subcontractor to comply with this WRMP.

- All purchase orders and contracts will include reference to this WRMP, to require the subcontractor to act consistently with the Code.

## **8.2. Subcontractor Compliance**

During tender and negotiation periods INLink requires confirmation from all subcontractors that, as conditions of submitting an expression of interest, tendering and as a condition of contract, they meet their obligations pursuant to:

- applicable industrial awards and workplace arrangements which have been certified, registered or otherwise approved under the Fair Work Act 2009 (Cth); and
- The Building Code 2016.

The pre-award evaluation of potential subcontractors is carried-out in accordance with the following:

- [Subcontractor Pre-award Evaluation Form](#) (with a focusing on HSEQ and Chain of Responsibility performance.) With this completed form stored on INLink's [Subcontractors / Suppliers Central User Database](#) once completed and renewed annually or as required relevant to the scope of working being undertaken.
- The Building Code 2016 [Declaration of Compliance](#) (focused on gathering Industrial Relations and Code compliance information such as meeting the eligibility requirements of Section 23 of the Building Code 2016.) With this completed formed required per package of work and stored at a project level.

To review ongoing compliance, at the time of progress payments, subcontractors will be required to confirm compliance with the WRMP.

INLink will require subcontractors on the Project to demonstrate:

- Compliance with statutory workplace rights and obligations by providing the above Building Code 2016 [Declaration of Compliance](#);
- Compliance with the Building Code 2016;
- Communications are being maintained as outlined by staff and subcontractors;
- All personnel are undertaking the allocated industrial relations management training; and
- The industrial relations strategy is being maintained.
- Any issues are to be identified in a monthly meeting with subcontractor. Regular (minimum monthly) meetings are to be conducted utilising the format set-out in the [Subcontractors Monthly Meeting Agenda](#) (or similar), and must continue to be conducted throughout the period of engagement of each subcontractor on the

Project. This is as a mandatory requirement for covering the reporting of industrial relations from subcontractors; and

- It is a requirement for this project to provide confirmation of compliance via a monthly statutory declaration, in association with payments for subcontractors, for this project the client has provided a standard declaration that will be utilised.
- Where any deficiency or area of non-compliance is identified, INLink will ensure the subcontractor rectifies such non-compliance. Should INLink discover any breach, or a suspected breach of the Building Code 2016, INLink will notify the ABCC as detailed previously in Section 4.1 of the Plan.

### **8.3. Responsibility for Industrial Matters**

Subcontractors will acknowledge and agree that the overall co-ordination of industrial matters relating to the Project will be exercised by Project Manager. This will not relieve a subcontractor of its responsibilities relating to its personnel or the work that it is undertaking.

Subject to any instruction INLink may give, a subcontractor is responsible for industrial matters for its personnel.

Each subcontractor, in addition to its other obligations that it may have, where required by INLink must nominate a director or other senior representative of the subcontractor who will be responsible for the overall direction, control and management of all industrial matters in respect of the subcontractor's personnel. The person nominated must report to and confer with INLink on industrial matters arising out of, affecting or which may affect the performance of the work to be carried out by the subcontractor. The subcontractor must not change its nominee without the written consent of INLink, which must not be unreasonably withheld.

A subcontractor must inform INLink promptly of:

- disputes, whether actual or threatened, with its personnel or a Union, including any dispute which may affect the work being carried out either on or off the site;
- demands for wages or conditions in excess of or outside the scope of the applicable legislation, awards, agreements, determinations, judgements or orders in force from time to time;
- demarcation problems that arise or are likely to arise between its personnel and other personnel on the site; and
- After the subcontractor informs INLink of the matters listed above, the subcontractor must meet with INLink key Project representatives as soon as possible to discuss how the subcontractor plans to resolve the disputes, demands or problems.

Subcontractors must ensure that their personnel are conversant with and adhere to the dispute settlement procedures contained in any relevant industrial instrument and it's the WRMP developed for the Project.

### **8.4. Unlawful Industrial Action**

Prior to commencement on the Project, subcontractors shall agree to take steps, to the extent reasonably practicable, to prevent or bring to an end any unprotected industrial action taken by employees of the

subcontractor. Subcontractors must commit to following the set plan for unlawful industrial action as outlined below and in [Section 14](#).

#### **8.4.1. Action Plan for Unlawful Industrial Action**

1. Instruct employees to return to work.
2. Seek advice on and where available pursue orders in relation to section 417 or 418 of the Fair Work Act (2009).
3. Seek advice on and where available pursue the recovery of costs/damages arising from unlawful action.
4. Subject to the 2 and 3 above, subcontractors should intend to take a strict approach to legal compliance, and have a preparedness to commence legal or enforcement proceedings where there has been unlawful industrial action.
5. Notify INLink, as the head contractor, immediately of unlawful industrial action.

## **Part F: Condition of Employment**

### **9. Conditions of Employment**

INLink will apply the BMD Constructions Pty Ltd New South Wales Enterprise Agreement 2017 Expires 30 December 2019 for its scope of works on the project. No project specific agreement shall apply to the Project. INLink is committed to freedom of agreement making and as such, the Enterprise Agreement does not require subcontractors to have particular arrangements, wages or conditions of employment for the project.

INLink shall utilise common law contracts, in the form of letters of offer, to reinforce INLink's expectations on the project in relation to matters that relate to the Building Code 2016 including freedom of association, grievance management and unlawful industrial action.

The compliance with the industrial instrument and employment legislation will depend on the part of the Building Code 2016 compliance in [Section 15](#).

## **Part G: Labour Productivity**

### **10. Labour Productivity**

The competitive tender process facilitates the best practice approach to labour productivity and labour cost.

The INLink Project Manager shall be responsible for collating, reviewing and reporting of the performance metrics outlined within this management plan. They shall ensure that unsatisfactory performance, including industrial matters (grievances, right of entry and the activities of shop stewards), is acted upon in a timely and appropriate manner. INLink shall ensure all data in regard to lost time and continuity of operation delays due to industrial matters is kept and shall be presented to ABCC upon request.

INLink where suitable will introduce the following labour productivity measures where suitable on the Project:

- The target labour hours for activities involved in the project be developed consistent with the tender;

- The achievement of the labour hours targets be monitored over the life of the project to assess improvements and deficiencies;
- Improvement of strategies to be formulated to address adverse labour productivity outcomes;
- Project specific training plans and targets be developed;
- Training plans and targets be developed on a project by project basis;
- The achievement of training plans and targets be monitored and recorded over the life of the project; and
- These labour productivity measures are supported by an employee performance appraisal policy and a discipline policy.
- Fitness for Work processes and procedures for employees and subcontractors are managed in accordance with BMD Fitness for Work Management Standard
- Disciplinary processes and procedures for employees are managed in accordance with BMD Disciplinary Guidelines ([Appendix E](#)).
- Project specific KPI's will include subcontractor productivity
- BMD does not apply a project-wide shut down for scheduled RDOs or long weekends. INLink will have supervision available for contractors who wish to work, or are required to work on such days. There is the facility in the BMD Enterprise Agreement to work on those days. BMD has facilitated arrangement which allows for the changing of RDOs by agreement or reasonable notice.

### **10.1. Identified Labour Productivity Initiative**

The following initiatives have been identified as potential opportunities to be implemented by INLink on this project where suitable:

- The use of GPS plant on-site. From experience, INLink have found significant benefits in this construction methodology with up to 12% savings in survey and labour costs in the project, as well as improved machine productivity and efficiency. The advantage of this initiative is a reduction in survey time as well physical on-site works (e.g. peg installation, string-lining, level control). The result is a more efficient higher quality controlled outcome for the project, and the ability to achieve level and alignment tolerances as specified in the contract documents.
- The use of precast concrete products over in-situ concrete works (where practicable). Minimising in-situ works reduces the demand on time, labour, plant & materials on-site. Civil construction sites are often lower productive and quality controlled environments from that which can be achieved in a "factory" environment. These environments are more process controlled and provide a more optimal outcome with respect to production and quality.

- In locations with significant interface with other stakeholders (e.g. trafficking public, transport companies, Port operators) labour and plant efficiencies are to be monitored and appropriate work times considered to maximise efficiencies. Out of hours work including nights and weekends are planned to be used on this project to minimise disruption to traffic.
- Intelligent design solutions need to be reached which minimise constraints and provide the optimal construction conditions to facilitate efficient and productive progress of works. This includes maintaining positive drainage throughout construction to ensure that the effects of inclement weather are minimised allowing the maximum efficiencies of the resources available.
- Careful consideration of plant selection. This project will involve construction in various environments with some areas subject to significant space restrictions. It is therefore imperative that the plant and labour engaged are commensurate with the environment to maximise efficiencies in activities.
- Onsite training of personnel including concrete placement, erosion and sediment control etc. to enable site personnel to undertake a wider range of tasks.
- Daily monitoring and communication of productivity goals to the workforce. The advantage of this initiative is to motivate employees to meet project specific KPIs and goals throughout the life of the project on each day they attend work.
- BMD does not apply a project-wide shut down for scheduled RDOs or long weekends. BMD will have supervision available for contractors who wish to work, or are required to work on such days. There is the facility in the BMD Enterprise Agreement to work on those days.

## **10.2. Labour Productivity Key Performance Indicators (KPI's)**

The following KPI's have been identified as measure to direct labour productivity for the project, which will be implemented by INLink on this project as they become applicable to the activities duration:

- Safety - Measure of Lost Time Days due to injury in relation to incident that has affected on site.
- Critical Activities – The following activities have been identified as labour intensive for the project and hence the direct labour component will be tracked for the activity against the original estimate:
  - Placement of drainage structures such as culverts and pipes;
  - Placement of concrete for major pavements and structures;
  - Placement of steel for major pavements and structures; and
  - Add additional as required specified to the project.

Note: That individual component of the activities above need to exceed 500 man-hours to be consider in the KPI measure.

- Total man-hours – The project will compare total man-hours from the original tender to actual at project completion.

## Part H: Engagement of Direct Labour

### 11. Engagement of Direct Labour

INLink can and as required will, demonstrate to the Client, as part of the evaluation process, that they possess the necessary skilled labour within their current workforce or have in place appropriate employment processes to attract that labour. There is an established Human Resources Management resource to achieve the recruitment of any additional labour.

The staffing resources are currently employed within INLink and will be available at the commencement of works. The requirements are expected to fluctuate throughout the project with additional labour, subcontractors and staff to perform specialist tasks such as electrical and mechanical works to be introduced to the project on a needs basis. Given the available resource level both in NSW and interstate, INLink do not consider this to be an issue. Please find attached ([Appendix F](#)) a list of suitably experienced resource numbers.

INLink has an established human resource department that provides a recruitment service. This department will utilise the following processes to recruit labour:

- Internal search and recruitment;
- Placing advertisement on internet websites, job boards and newspaper, in the geographical area;
- Recruitment agencies in the geographical area;
- Interviewing candidates and ensuring through this process that all potential employment candidates can lawfully work in Australia;
- The potential employees may be required to participate in practical skills testing, to ensure that they are of a standard that will meet the labour productivity expectations; and
- The employee candidates shall be referenced checked to ensure that they are of a standard that will meet the labour productivity expectations.

INLink will ensure that no person that is not an Australian citizen or Australian permanent resident (within the meaning of the Migration Act 1958) is employed to undertake building work for INLink unless:

- The position is first advertised in Australia;
- The advertising was targeted in such a way that a significant proportion of suitably qualified Australian citizens and Australian permanent residents would be likely to be informed about the position; and
- Any skills or experience requirements set out in the advertising were appropriate to the position; and the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job.

Further INLink will only employ such persons who are skilled and experienced in their respective trades and occupations, for the performance of the work under the contract. (But do allow the exception of trainees and apprentices under supervision).

INLink and any subcontractors will exercise co-operation with the Client to maintain a stable employee relations environment, and will, as requested by the Client from time to time, attend meetings for the purpose of discussing employee relations matters.

INLink and any subcontractors will ensure that all prospective employees nominated to commence work on the Project have successfully completed an appropriate medical examination prior to such nomination. Depending upon the work to be performed, the potential employee may be required to participate in practical skills testing, to be undertaken by INLink. In addition, employees shall be reference checked to ensure that they are of a standard that will meet the Building Code 2016 labour productivity expectations.

## **Part I: Freedom of Association**

### **12. Freedom of Association**

- An employee can freely choose, without interference, whether to be a member of an industrial association; and will not be discriminated against or victimised on the ground of membership or non-membership. The summary of Freedom of Association provisions in [Appendix G](#) shall be applied by INLink and its subcontractors on-site. In that regard, INLink will adopt BMD's policy statement on Freedom of Association that is consistent with the Freedom of Association Objectives and Prohibitions of the Building Code 2016 and has been provided in [Appendix H](#) INlink Freedom of Association Policy. This policy statement forms part of employment inductions, project inductions and pre-employment documentation. The operation of the policy including the Freedom of Association provisions briefing of the workforce will be a regular (quarterly) through the life cycle of the Project.

The policy provides the following practices:

- ensure that persons are free to become, or not become, members of building associations;
- ensure that persons are free to be represented, or not represented, by building associations;
- ensure that persons are free to participate, or not participate, in lawful industrial activities;
- ensure that persons are not discriminated against in respect of benefits in the workplace because they are, or are not, members of a building association;
- ensure that personal information is dealt with in accordance with the Privacy Act 1988 and the FW Act;
- ensure that 'no ticket, no start' signs, or similar, are not displayed and such arrangements are not implemented;
- ensure that signs that seek to vilify or harass employees who participate, or do not participate, in industrial activities are not displayed;
- ensure that 'show card' days do not occur;
- ensure that there is no discrimination against, or no disadvantage to, elected employee representatives;

- ensure that forms are not used to require an employee to identify whether they are a member of a building association or a subcontractor to identify whether the contractor or its employees or subcontractors are a member of a building association;
- ensure that practices that are not authorised by law which require, directly or indirectly, a person to disclose whether or not they are a member of a building association, are not engaged in;
- ensure that individuals are not refused employment or engagement because they are, or are not, a member of a building association;
- ensure that the employment of employees or engagement of subcontractors is not terminated because they are, or are not, a member of a building association;
- ensure that building association logos, mottos or indicia are not applied to clothing, property or equipment supplied by, or which provision is made for by, the employer or any other conduct which implies that membership of a building association is anything other than an individual choice for each employee;
- ensure that reasonable requests from a workplace delegate to represent an employee of BMD or a subcontractor of INLink in relation to a grievance, a dispute or a discussion with a member of a building association are not refused;
- ensure that requirements are not imposed, or attempted to be imposed, on BMD or a subcontractor of INLink to:
  - employ a non-working shop steward or job delegate; or
  - hire an individual nominated by a building association; and
- ensure that INLink or a subcontractor of INLink does not employ a non-working shop steward or job delegate;
- ensure that individuals are not required to pay a 'bargaining fee' (howsoever described) to a building association of which the individual is not a member, in respect of services provided by the association;
- ensure that employees must be provided a freedom of choice in deciding whether to be represented in grievance or dispute procedures (whether or not pursuant to an enterprise agreement), and, if so, by whom; and
- ensure that officials, delegates, or other representatives of a building association do not undertake or administer induction processes.

## Part J: Entry to Premises

### 13. Entry to Premises

#### 13.1. General Practice

INLink will apply the right of entry provisions strictly in accordance with the Fair Work Act 2009 (Cth) and the NSW: Work Health and Safety Act 2011 (NSW) with respect to the applications for entry the following procedures apply:

- Entry will only be allowed if the relevant notice has been provided and the person/s seeking entry have valid permits in accordance with the respective Acts.
- Entry to hold discussions with employees in terms of the Fair Work Act 2009 or investigate a contravention of the Fair Work Act 2009 is subject to a written notice in accordance with the Fair Work Act 2009 provided to Occupier at least 24 hours prior to the day of entry. In respect of entry for a suspected contravention of Work Health and Safety Act 2011 (NSW), a permit holder must as soon as practicable after entering a workplace give notice of the entry and the suspected contravention, in accordance with the regulations, to the relevant person (PCBU and person with management or control of the workplace).
- The person seeking entry must hold a valid and current entry permit issued by the Fair Work Commission under s.512 of the Fair Work Act 2009 for entry for discussions with employees, or entry for contraventions of the Fair Work Act 2009;
- In respect of entry for a suspected contravention of and/or discussion with employees in terms of the Work Health and Safety Act, the person must hold a valid and current entry permit issued by the Fair Work Commission under s.512 of the Fair Work Act 2009 and hold a current Work Health and Safety entry permit issued by the Industrial Relations Commission;
- The person seeking entry for a suspected contravention of Work Health and Safety Act will only be allowed access to inspect any work, process or object relevant to the suspected contravention;
- Representative/s complies with all reasonable requests about; rooms or areas to hold meetings, route to access those rooms/areas a permit holder may hold discussions and interviews in a room or area of the premises where participants ordinarily take meal or other breaks that is provided by the occupier for that purpose in the absence of agreement with the occupier and that a permit holder's obligation to comply with reasonable requests under Part 3-4 of the Fair Work Act does not extend the location of interviews or discussions;
- The Representative/s must comply with any reasonable request by the occupier of the premises for the permit holder to comply with an occupational health and safety requirement that applies to the premises.
- The person seeking entry will be escorted at all times on the worksite by a management representative and will be required to observe all safety requirements;
- Any breach of the right of entry in terms of leaving the employers workplace and/or remaining on site beyond non-work periods will be reported to the Client and where relevant the ABCC.

- INLink will ensure that the company management, supervisors and employees do not obstruct or hinder officers, delegates and other representatives of building association, exercising a valid right of entry in terms of Fair Act or the State Workplace Health and Safety legislation.
- Relevant BMD company management and employees will be trained in the right of entry and the valid permit holder's rights on site. With all Supervisors trained in the application of Right of Entry Procedure.
- [Right of Entry](#) (Procedure Manual) (covering the [Right of Entry Register](#) and [Right of Entry Report](#)), and;
- [Right of Entry Supervisors Handbook – NSW](#)

In respect of the Project, the following specific Right of Entry practices will apply;

1. There will be a Superintendent and a Workplace Safety Officer with specific responsibility for the management of Right of Entry to ensure strict compliance with the relevant legislation and the Building Code 2016.
2. Union officials will not conduct inductions.
3. There is no recognition of a job delegate or shop steward to undertake a union representative role on the site other than that consistent with the Fair Work Act 2009 (Cth) and the Building Code 2016.
4. Training will be provided utilising the [Right of Entry](#) Procedures Manual.

### **13.2. Site Access Procedures for Union Officials**

The Project shall have a centrally located site compound with a single point / set points of entry for employees. INLink will nominate for the purposes of general discussions for unions, one entry point with a route to a nominated room/s as available (in terms of the Fair Work Act 2009) for discussions and interviews with employees. In the circumstances whereby, the occupier and permit holder cannot agree on a location of where discussions/interviews will take place, the permit holder may hold discussions and interviews in a room or area of the premises where participants ordinarily take meal or other breaks that is provided by the occupier for that purpose. (Note further in absence of agreement with the occupier and that a permit holder's obligation to comply with reasonable requests under Part 3-4 of the Fair Work Act does not extend the location of interviews or discussion.) The designation of the entry point, route and meeting room shall be consistent with the reasonable requirements of the Right of Entry provisions of the Fair Work Act 2009 (Cth). The following actions regarding Right of Entry will be applied on the Project:

- INLink must ensure that the Notice and Permit are valid and that the union official is seeking entry on the day nominated in the Notice. The person seeking entry must hold a valid and current entry permit issued by the Fair Work Commission under s.512 of the Fair Work Act 2009 for entry for discussions with employees or entry for contraventions of the Fair Work Act 2009.
- In respect of entry for a suspected contravention of and/or discussion with employees in terms of the Work Health and Safety Act, the person must hold a valid and current entry permit issued by the Fair Work Commission under s.512 of the Fair Work Act 2009 and hold a current Work Health and Safety entry permit issued by Industrial Relations Commission;

- Entry to hold discussions with employees in terms of the Fair Work Act 2009 or investigate a contravention of the Fair Work Act 2009 is subject to a written notice in accordance with the Fair Work Act 2009 provided to the Occupier at least 24 hours prior to the day of entry. In respect of entry for a suspected contravention of Work Health and Safety Act, the entry may be immediate;
- INLink will escort the union official to the relevant room for discussions with employees, or to the work, process or object relevant to the suspected contravention;
- INLink must make note of all times and issues that may arise during the visit;
- At the conclusion of the visit, INLink must escort the union official back to the main security gate and any PPE that had been supplied earlier, returned; and
- Once the union official has departed the Project, the Security Officer and BMD must document the on-site visit.
- If misuse of Right of Entry provisions are evident then BMD must act in accordance with the Fair Work Act 2009 (Cth), where required such action must be reported to the Client and where relevant the ABCC within 24 hours of such action occurring.
- INLink will ensure that the company management, supervisors and employees do not obstruct or hinder officers, delegates and other representatives of building associations, exercising a valid right of entry in terms of the Fair Work Act or the State Workplace health and safety legislation. All INLink company management, supervisors and employees are trained in the right of entry and the valid permit holder's rights on site.

### **13.3. Subcontractors**

Where a Right of Entry notice is received in respect of a subcontractor, the subcontractor shall notify INLink as soon as a Right of Entry notice has been received for the project. An INLink representative shall, along with a representative of the subcontractor, follow the above procedure including escorting the union official at all times whilst on-site. INLink shall require the subcontractor at the conclusion of the union official's visit, to provide a report detailing the times and issues of the visit.

### **13.4. Breach of Right of Entry**

In the circumstances where there is a breach to the Right of Entry, the following actions will be taken by INLink;

- The details of the breach will be recorded by the designated site supervisor;
- The designation site supervisor will request that the official/individual cease such action and to leave the site;
- In the circumstances where the official/individual continues the breach and maintains an unlawful presence on site the police will be called to assist removal of the official/individual; and
- At all times the official/individual will be monitored on site.

### **13.5. Site Access and Security**

INLink shall make all relevant arrangements to liaise with the Client's Contracts Administrator in securing approval for main satellite compounds and amenities locations. INLink shall at all times be aware of any additional requirements set by the Client. INLink staff, Contractors or Suppliers will follow all necessary requirements nominated by the Client with regards to the relevant Security plans nominated to the area to which INLink as Principal contractor is assigned.

All INLink Staff and Subcontractors will be suitably qualified and inducted to enter secured areas as deemed by the Client. A suitable qualified fencing contractor is engaged to install fencing that surrounds the perimeter of the designated areas, with access to the construction site via controlled access points to ensure all safe working and security provisions can be identified and established to INLink staff, Suppliers and Subcontractors. The compound will be floodlit and security patrolled/alarmed as required, and include the client's Site Office, INLink Site Office, Crib and Ablution buildings, as well as a materials storage area.

In reviewing the project, INLink will make adequate provision for amenities for manning levels (and staffing numbers) identified for the project. The location of the amenities will be centrally positioned to ensure low commuting times. When conducting such review, INLink will take into account:

- the timing of works (peak periods);
- the type of work that person(s) are to be undertaking;
- the weather conditions which may be present during the period of construction; and
- Workforce growth.

INLink management shall reference INLink's Site Setup and Establishment Group Guideline in conjunction with the Safe Work Australia Code of Practice: Managing the Work Environment and Facilities – December 2011 and relevant state codes as applicable. The Code of Practice shall be used as minimum expectations when assessing the type, size and number of facilities that are to be present when INLink are conducting works on site. Where there is an expectation that works are to be remote from the main compound then amenities shall be reviewed to accommodate designated work crews at these locations.

A site compound will be as nominated on the drawings adjacent to the future accident response facility. This will be the initial point for all personnel and visitors to report to upon arrival to site.

Delineation and/or barriers will provide affective separation of the work zone from the trafficked road. There will be breaks in the delineation and/or barriers to allow construction access, as well as access for local residents. During the site induction, all personnel will be advised of the mandatory access arrangements from the public road to site including left-in and left-out, and the requirement to obey all road rules including wearing seat belts and complying with speed limits. All deliveries will be advised of these access requirements prior to arriving to site also.

INLink will make available a free-draining parking areas' which shall be accessible for vehicles of INLink Employees, Subcontractors and Suppliers. No unauthorised vehicles will be entitled to access the site at any time. All site personnel will be commuted to and from work locations via project vehicles shall it be required. INLink

Employee and Hire Labour personnel and subcontractors will be advised of Public commuting arrangements should they be necessary.

### **13.6. Accommodation and Transport**

INLink currently expects that no specialist works personnel would be required to relocate or be brought to site for specialist activities. INLink will in the likelihood that the following provisions are required, make available (where such provisions are required due to legislation, work place agreements):

- Transport to and from site; and
- Accommodation and meals.

At this time INLink believe that such provisions are not necessary as adequate amenities for staff and subcontractors can be resourced from local means.

### **13.7. Early Enabling Works**

Should INLink be engaged to commence early enabling works, security arrangements will be as outlined in the section regarding Site Access and Security.

### **13.8. Management of Security / Site Access**

INLink will ensure the workplace will be made secure to prevent the entry of general public where practicable. This will be achieved by the installation of hoarding or fences, gates and signage. All visitors wishing to gain access to the site are required to contact the Project Manager and/or the Site Manager, prior to entering the site, otherwise access may be denied. Visitors to the workplace are required to report to the Site Office to sign in when entering and sign out when departing the workplace. Visitors must be accompanied by an authorised person at all times whilst on the site. A visitor sign in book is located at Reception in the Project Office. Visitor tags are to be visible at all times.

Pedestrians will be provided for throughout the project as needed. Appropriate signage will also assist pedestrians in their movements. Where required, pedestrians will be separated from the work zone with delineation, Parawebb Fencing or temporary chain wire fencing or barriers as deemed relevant.

For complex projects, a site plan will be developed, displayed at the site entrance and /or communicated to include the correct points.

## **Part K: Grievance Management**

### **13.9. Grievance Management**

INLink will implement a strict adherence to the following disputes procedure. In addition, INLink will require subcontractors to apply an agreed disputes procedure. INLink will implement a means for the recording and measuring of grievances brought to the attention of management.

The Parties on the Project shall observe the following dispute resolution procedure in respect of disputes relating to the operation of the Enterprise Agreement and any subsequent Agreement, and the application of the National Employment Standards.

The employer or employee may appoint a representative of their choice at any of the steps of the dispute resolution process.

- The employee concerned will first meet and confer with their immediate supervisor;
- If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate;
- If the matter remains unresolved, the employer or employee may refer it to a more senior level of management for consideration;
- In the event of the matter remaining unresolved, either party may refer the matter to the Fair Work Commission for conciliation; and
- Where conciliation of the matter is unsuccessful, either party may refer the matter to the Fair Work Commission for arbitration.

Except in situations where there is a perceived immediate and significant threat to employee health and safety, work will continue and consideration of the needs of the business will remain a priority.

At all stages throughout the grievance management process, an employee is free to choose whether or not they wish to be represented and if so, their representative.

The INLink Project Manager will be required to manage the recording and reporting of all grievances and disputes. Data on the nature and frequency of grievances amongst both employees and subcontractors will be used by INLink to proactively address issues through looking at grievance trends and the sources of grievances to prevent grievances arising in the future.

INLink will implement a communication requirement on all supervisors and managers to report regularly (monthly) on industrial issues as well as immediate reporting of potential disputes and actual disputes.

INLink will report to the Client regularly (monthly) on industrial relations issues as well as immediate reporting of potential and actual disputes.

INLink shall maintain a relationship with the relevant stakeholders in the Project at the levels of project management, senior management and through the Company's external Industrial Relations Advisor.

The following measures will be implemented to ensure appropriate communication on industrial relations matters:

- Relevant Industrial Relation matters will be addressed at [Pre-starts](#), as and when they occur;
- Any reports of industrial relations issues arising from [pre-start meetings](#) will be forwarded to senior management within INLink and the Client's Representative where appropriate;

INLink will provide a regular report to the Client on industrial relations matters.

### **13.10.Subcontractors**

Subcontractors will be required to demonstrate and/or developed equivalent dispute procedure or undertake to apply the INLink dispute procedure.

All subcontractors will be contractually required to report on any grievances processed in the disputes procedure, protected industrial action and unlawful industrial action.

## **Part L: Industrial Impacts**

### **14. Industrial Impacts**

INLink and its subcontractors shall report actual or threatened industrial action (whether protected industrial action or industrial action that is not protected) by employees of INLink or by subcontractor to the ABCC as soon as practicable, but no later than 24 hours, after becoming aware of the threat or action. This shall be undertaken by the persons nominated by BMD's Human Resources Manager.

Unlawful industrial action is any industrial action that is not protected industrial action in terms of the Fair Work Act 2009 (Cth) as well as protected in the following circumstances (Section 8 of the Building and Construction Industry (Improving Productivity) Act 2016):

- a) the action is engaged in concert with one or more persons who are not protected persons; or
- b) the organisers include one or more persons who are not protected persons.

Protected industrial action is subject to an order by the Fair Work Commission. The Fair Work Act 2009 also provides that protected industrial action may not take place during a bargaining period unless a secret ballot is held to determine whether it has the support of the relevant employees.

All other industrial action is unlawful industrial action and includes a strike, ban, stoppage delay or limitation of work. This action includes action in relation to an alleged safety issue that is not in accordance with relevant workplace health and safety legislation.

In the case of unlawful industrial action, INLink in consultation with the Client will utilise the relief available under the Fair Work Act 2009 (Cth) to prohibit such action. INLink will respond to industrial disputes in accordance with [Appendix I](#). Where any industrial action that may impact the project, project costs, related contracts or timelines is threatened or occurs, such action will be reported to the Client and the ABCC within 24 hours of such action occurring. INLink shall provide regular updates to the ABCC (or nominee) and the Client about the steps being taken to resolve the threatened or actual industrial action.

INLink and its subcontractors shall report any actual or threatened industrial action (whether protected or unprotected or unlawful industrial action) is so recorded by employees of BMD or by subcontractor to the ABCC as soon as practical, but no later than 24 hours after becoming aware of the threat or action. Where this required the following information shall be documented, parties involved, underlying issue, purpose and or expected duration of such action. Where industrial action is taken INLink will further identify the cost arising from the action through:

- Loss of profit;

- Delays on the specific project; and
- Excess machinery or supervisor duties that are occur as result of the action on the project.

INLink and its subcontractors shall refuse claims for payments of strike pay due to industrial action in accordance with the relevant provisions of the Fair Work Act 2009 (Cth). BMD Human Resource Manager will audit the INLink workforce to ensure that there have been no payments for periods of strike or industrial action resulting in lost time. INLink will require subcontractors to provide statutory declarations to the effect that payments have not been made for periods of strike or industrial action resulting in lost time. Any allegations of payments for strikes will be referred to the ABCC for investigation.

INLink will apply the same measures to rallies, protests and other activates that result in lost time, as to industrial action that results in lost time. The lost time will be reported to ABCC within 24 hours and INLink will ensure there is no payment made for the lost in respect of the direct and subcontractor workforces.

INLink will utilise its External Advisor to assist with industrial disputes where necessary.

All reports by Supervisors in respect of industrial action and lost time will be drafted in format that is satisfactory to include in affidavits and [witness statements](#). The template will be provided to assist Supervisors to principally provide reports in the first person and in paragraphs for dates and timing, and description of events.

#### **14.1. Secondary Boycott**

In general terms, a secondary boycott is defined as;

“A form of work ban effected by a group of people (usually trade union members) coercing a third party (an employer) to cease trading with a fourth person (the target — usually another employer), with the object of pressuring the target into conceding some demand of the instigators”.

The site management and the subcontractor management will be made aware of the definitions in section 45D and 45DA of the Competition and Consumer Act 2010. The types of demands or requests from a person or organisation that could be a secondary boycott will be explained to BMD Site management and subcontractor management.

Any requests or demands by persons that could be a secondary boycott will be reported. All reports by supervisors in respect of suspected will be drafted in format that is satisfactory to include in affidavits and witness statements. The particulars to be included will be; the request or demand, who made it, how and when.

## **Part M: Compliance with the Building Code 2016**

### **15. Compliance with the Building Code 2016**

For Projects, INLink will implement a six-monthly audit and review (utilising the [BMD Audit Checklist – WRMP – Code Compliance \(Federal and State\)](#)) on the Project to ensure the following:

- Compliance by INLink and subcontractors to statutory obligations and the Building Code 2016;

- Compliance by INLink and subcontractors to key elements of the WRMP such as meeting the requirement to provide the Building Code 2016 [Declaration of Compliance](#) and provide monthly statutory requirements;
- Communications are being maintained as outlined by staff and subcontractors;
- Freedom of Association practices and objectives are complied with;
- Right of Entry procedures are being complied with; and
- Compliance regarding reporting of any breach including those around allegations of underpayments.

Where any deficiency or area of non-compliance is identified, INLink will ensure the subcontractor rectifies such non-compliance. Should INLink discover any breach, or a suspected breach of the Building Code 2016, INLink will notify the ABCC as soon as practicable, but no later than 2 working days after becoming aware of the breach or suspected breach. At this time, INLink shall advise the ABCC of the steps proposed to rectify the breach.

After notification, INLink shall, within 14 days, notify the ABCC of what steps have been taken to rectify that breach.

As the industrial relations environment is dynamic, INLink will regularly review and amend this WRMP as required to ensure it remains relevant. In general, such reviews will be likely to arise out of audits and in response to specific events such as operational, industrial or legislative change. INLink will conduct an internal audit of this WRMP. Results of the audit will be included in the monthly report, on completion of each review, corrective action where necessary will be taken.

INLink will ensure that the compliance of the Building Code 2016 will be a standing agenda item on a regular basis at subcontractor meetings and at toolbox/pre-start meetings with employees.

## **Part N: Fitness for Work**

### **16. Fitness for Work Management Standard**

INLink shall utilise the Fitness for Work Management Standard prescribed in [Appendix J](#) to manage alcohol and other drugs on the Project. This Standard shall apply to all persons and contractors engaged on the Project, and details the key processes and procedures that enact the [Alcohol and Drugs in the Workplace Policy](#) and [Fatigue Management Policy](#). The provisions in the Fitness for Work Management Standard shall be implemented by BMD and Fulton Hogan to their respective employees as well as by INLink to employees of its subcontractors.

## **Part O: Security of Payments**

### **17. Security of Payments**

INLink ensures that contractual provisions with suppliers and subcontractors provide that payments which are due and payable by INLink are made in a timely manner and are not unreasonably withheld. This includes the provision of a dispute resolution process that forms part of contracts with suppliers and subcontractors, which is

administered as a contractual obligation. The dispute resolution process details how disputes about payments to suppliers and subcontractors will be resolved. A copy of the dispute resolution process is attached as [Appendix K](#).

The dispute resolution process expressly provides that time lines for consultation steps and referral to mediation occur in a timely manner. The two-step consultation process ensures a reasonable, timely and cooperative approach is adopted by the parties to the in the event of a dispute.

BMD currently complies with trust and project bank accounts on projects in New South Wales in accordance with the applicable New South Wales Legislation. As a result of this experience, BMD has the process and systems in place to satisfy the requirements relating to the operation of any project bank account or trust arrangement in relation to the building work.

INLink has provided in its reporting systems for compliance with the Code and an express requirement to report to the ABC Commissioner and the relevant funding entity as soon as practicable after the date on which the payment falls due where disputed payments or delayed progress payments arise.

The disputes process in [Appendix K](#) includes a process for referral of unresolved payment disputes with suppliers and subcontractors to an independent adjudicator for determination. This process is in accordance with the Code (in particular the requirements set out in Sections 11D and 11E) and the relevant state legislation for security of payment being:

- Building and Construction Industry Security of Payment Act 1999 NSW;
- Contractors' Debts Act 1997 NSW;

This process, the Code and the relevant legislation will be adhered to throughout the life of the project.

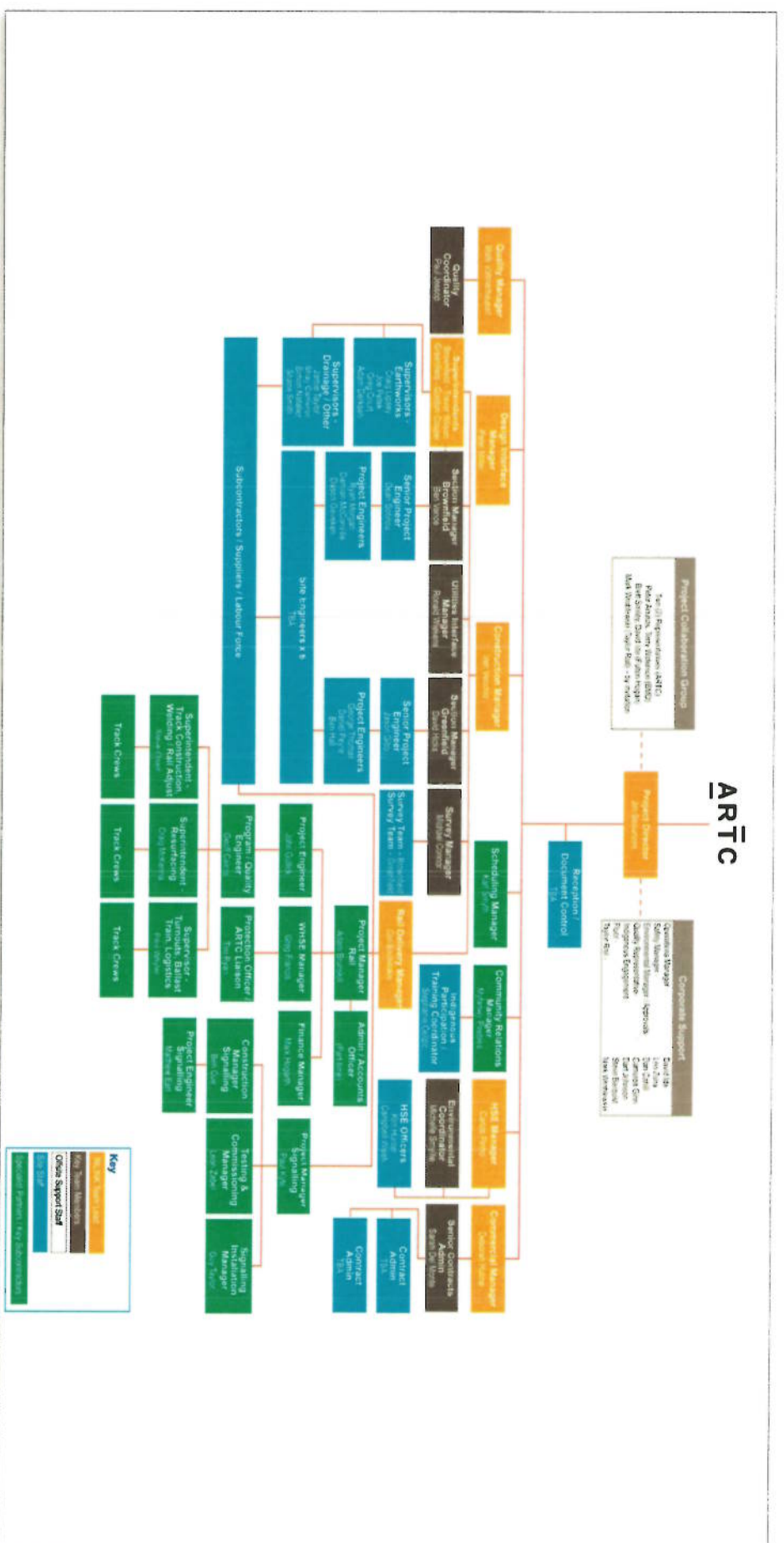
## Attachment A – Information regarding compliance with the tendering and performance of building work 2016

**Note:** For each of the questions below, please select either Yes or No. If further details/explanations are required for any of the questions, provide any additional information in the 'Details' fields. The following information must be provided as part of the Declaration of Compliance.

| Question |                                                                                                                                                                                                                                                                                                                                            | Yes                      | No                       |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1.0      | Does the Subcontractor have an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code?                                                                                                                                                                                                                | <input type="checkbox"/> | <input type="checkbox"/> |
|          | <b>Details:</b> (Attach a copy of the letter of compliance or declaration of eligibility if the Subcontractor is awaiting a letter of compliance and is not covered by an Enterprise Agreement made on or after 2 December 2016.) /S10/                                                                                                    |                          |                          |
| 2.0      | Is the Subcontractor excluded from performing Building Work funded by a state or territory government? If so, the Contractor reserves the right to exclude the Subcontractor from further consideration.                                                                                                                                   | <input type="checkbox"/> | <input type="checkbox"/> |
|          | <b>Details:</b>                                                                                                                                                                                                                                                                                                                            |                          |                          |
| 3.0      | Has the Subcontractor within the preceding 3 years had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the Migration Act 1958?                                                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |
|          | <b>Details:</b>                                                                                                                                                                                                                                                                                                                            |                          |                          |
| 4.0      | Has the Subcontractor or its Related Entities within the preceding 3 years been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of Building Work) to a Building Contractor or Building Industry Participant? /S13/ | <input type="checkbox"/> | <input type="checkbox"/> |
|          | <b>Details:</b>                                                                                                                                                                                                                                                                                                                            |                          |                          |
| 5.0      | Has the Subcontractor or its Related Entities within the preceding 3 years owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant?                                                                                                                                                                 | <input type="checkbox"/> | <input type="checkbox"/> |
|          | <b>Details:</b>                                                                                                                                                                                                                                                                                                                            |                          |                          |

Additional Comments:

## Appendix A – Project Organisational Chart



## Appendix B – Industrial Relations Risk Matrix

Industrial relations risks on the Project will be identified as follows:

- INLink will implement a communication requirement on all supervisors and managers to report regularly on industrial issues as well as immediate reporting of potential disputes and actual disputes.
- INLink will report to the Client through its nominated representative regularly on industrial relations issues as well as immediate reporting of potential, likely and actual disputes in respect of its direct workforce or subcontractor workforce. INLink shall liaise with, and take direction its external advisor as to the appropriate response and/or action to be taken in relation to any employee relations issue affecting its direct or subcontractor workforce. Any breach or suspected breach of the Building Code 2016 shall be reported to the ABCC.
- INLink shall maintain a relationship with the relevant stakeholders in the Project at the levels of project management, senior management and through the Company's external advisor.

The following measures will be implemented to identify industrial relations risks and ensure appropriate communication on industrial relations matters:

- Relevant industrial relations matters will be addressed and scoped at pre-starts and tool box meetings, as and when they occur;
- Acquiring and disseminating industrial relations management information through a variety of channels, including internal newsletters, publications, toolboxes and team meetings to ensure management and employees are well versed in up-to-date employee relations matters;
- Any reports of industrial relations issues arising from pre-start meetings will be forwarded to Senior Management within INLink and the Client's Representative where appropriate; and
- INLink will provide a regular report to the Client on industrial relations matters.

| No. | Issue                                                                                                     | Inherent Risk | Risk Detail                                                                                                           | Risk Management Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Residual Risk |
|-----|-----------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| R1. | Interface between direct employees and subcontractor employees (and their industrial instruments) on site | Medium        | Claims by employees or contractors for Project Agreement outcomes                                                     | <ul style="list-style-type: none"> <li>The procurement process requires a settled employee relations management plan on every contract. The WRMP will address the risk of where there are differences in agreement interface</li> </ul>                                                                                                                                                                                                                                                                       | Low           |
| R2. | Right of Entry – Union Abuse                                                                              | High          | Unions abusing Right of Entry by attending the site in working periods. Unions persistent in accessing Right of Entry | <ul style="list-style-type: none"> <li>Ensure strict policy and procedure of right of entry consistent with legislation</li> </ul>                                                                                                                                                                                                                                                                                                                                                                            | Low           |
| R3. | Inclement Weather                                                                                         | High          | Issues around inclement weather, a) planning for it b) process management c) Agreement terms                          | <ul style="list-style-type: none"> <li>Ensure that all supervisors are fully aware of the inclement weather provisions of the enterprise agreement</li> <li>Ensure there is regular planning by project management to minimise the impact of inclement weather on employees' entitlement</li> <li>Ensure through induction and regular toolbox briefing that employees are aware of the inclement weather of the enterprise agreement</li> </ul>                                                              | Low           |
| R4. | Employee Entitlements                                                                                     | High          | Issue arising from contractor's workforce not being paid properly.                                                    | <ul style="list-style-type: none"> <li>Ensure a process to review and monitor that subcontractors have an appropriate payroll system in place prior to mobilisation on high risk contractors such as Labour Hire.</li> <li>Payslip notations are consistent with legislation and the enterprise agreement.</li> <li>Payroll administration staff of BMD Constructions and Fulton Hogan Construction, will be trained on the implementation of the enterprise agreement from a payroll perspective.</li> </ul> | Low           |

| No. | Issue                                                                            | Inherent Risk | Risk Detail                                                                        | Risk Management Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Residual Risk |
|-----|----------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| R5. | Management of disputes, grievances and OHS issues to avoid stop works and delays | Medium        | Industrial action onsite, work stoppages relating to OH & S and industrial matters | <ul style="list-style-type: none"> <li>Supervisory staff will be trained to be conversant with the enterprise agreements terms.</li> <li>A well-developed OH&amp;S plans and practices will minimise safety issues being a source of industrial disputes.</li> <li>There is an established communication system with the direct workforce and dispute handling procedure to address grievances. Subcontractors are required to have similar arrangements.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Low           |
| R6. | Employee Entitlements - Subcontractors                                           | High          | Issue arising from sub contractor's workforce not being paid properly              | <ul style="list-style-type: none"> <li>INLink will require subcontractors to provide regular statutory declarations of compliance with obligations relating to wages and entitlements.</li> <li>The receivable from a tenderer of a signed Building Code 2016 <a href="#">Declaration of Compliance</a> (ABCC Letter of Compliance) or appropriate Self-Declaration. Declaration will be accepted by INLink as evidence that the subcontractor has meet the eligibility requirements of Section 23 of the Building Code 2016.</li> <li>INLink will report to ABCC of any allegations of underpayments, for investigation.</li> <li>Ensure subcontractors engaged are capable of works within required timeframes, regular progress meeting with subcontractor to ensure targets are met. BMD Group Standard Commercial, BMD Group Standard Subcontractor Management</li> <li>Ensure subcontractors are compliant with Industrial Instruments and relevant employment legislation. INLink shall not refuse to engage a subcontractor because</li> </ul> | Low           |
| R7. | Offsite precast concrete/steel fabrication Industrial Relations                  | Medium        | Impact on project delivery as a result of industrial relations offsite             | <ul style="list-style-type: none"> <li>Ensure subcontractors engaged are capable of works within required timeframes, regular progress meeting with subcontractor to ensure targets are met. BMD Group Standard Commercial, BMD Group Standard Subcontractor Management</li> <li>Ensure subcontractors are compliant with Industrial Instruments and relevant employment legislation. INLink shall not refuse to engage a subcontractor because</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Low           |

| No.  | Issue                                                        | Inherent Risk | Risk Detail                                                                                                                                      | Risk Management Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                     | Residual Risk |
|------|--------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
|      |                                                              |               |                                                                                                                                                  | <ul style="list-style-type: none"> <li>of their enterprise agreement or lack of enterprise agreement. INLink shall not require subcontractors' Industrial Instruments to be compliant with the State Code as applicable</li> <li>Have an alternative supplier as a backup.</li> </ul>                                                                                                                                                          |               |
| R8.  | Re-negotiation of existing BMD EBA                           | High          | Protected Industrial Action in support of claim                                                                                                  | <ul style="list-style-type: none"> <li>Provide sufficient time to negotiate proposed new Enterprise Agreement with the workforce and undertake these negotiations during the final months of the current Agreement. This will prohibit protected industrial action being taken by the workforce during the negotiation period</li> <li>The Company has a responsible and productive relationship with the workforce and their Union</li> </ul> | Low           |
| R9.  | Re-negotiation of existing BMD EBA                           | High          | Increased project cost                                                                                                                           | <ul style="list-style-type: none"> <li>Ensure fair and reasonable conditions are nominated within EBA.</li> <li>Conduct assessment of likely negotiation outcomes and allow for within project.</li> </ul>                                                                                                                                                                                                                                     | Low           |
| R10. | Procurement of Mobile Plant and specialist lifting equipment | Medium        | Unable to source appropriate carnage for activities such as barrier deployment, beam lifts, precast panel placement and noise wall construction. | <ul style="list-style-type: none"> <li>Ensure specialist contractors are engaged in a timely manner and are involved with planning of all major lifts; ensure appropriate resources (specialist skill trades) are available for major lifts.</li> </ul>                                                                                                                                                                                        | Low           |
| R11. | Traffic Management                                           | High          | Working in tight areas in particular behind traffic barriers and associated NO GO ZONES and site                                                 | <ul style="list-style-type: none"> <li>Ensure TMP's are designed adequately to allow all NO GO ZONE requirements to be adhered to</li> <li>Ensure that appropriate acceleration and deceleration lanes are provided to safely access/egress the site.</li> </ul>                                                                                                                                                                               | Low           |

| No.  | Issue                             | Inherent Risk | Risk Detail                                                                                                   | Risk Management Mitigation                                                                                                                                                                                        | Residual Risk |
|------|-----------------------------------|---------------|---------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| R12. | Other Industrial Action on site   | Medium        | Other unrelated industrial action on site impacts works by BMD                                                | <ul style="list-style-type: none"> <li>Ensure different sites are well delineated.</li> <li>Ensure all INLink staff are trained on the project specific Workplace Relations Management Plan</li> </ul>            | Low           |
| R13. | Demarcation between AWU and CFMEU | Moderate      | Competing claims by unions on renegotiation of Agreement, frustration of ballot process and protected action. | <ul style="list-style-type: none"> <li>There is a settled demarcation clause in the Enterprise Agreement. It is proposed that this clause be rolled over on renegotiation of the Enterprise Agreement.</li> </ul> | Low           |

## Appendix C – History of Project Delivery

| Contract<br>(Brief Description) | Award Price   | Final Cost    | Forecast<br>Completion | Actual<br>Completion | Industrial Relations<br>Delays or Issues |
|---------------------------------|---------------|---------------|------------------------|----------------------|------------------------------------------|
| BRUCE HWY MANAGED MOTORWAYS     | \$16,348,590  | \$16,348,590  | 18/02/2015             | 18/02/2015           | NIL                                      |
| OLYMPIC HIGHWAY-KAPOOKA BRIDGE  | \$30,261,091  | \$30,261,091  | 24/02/2015             | 24/02/2015           | NIL                                      |
| WULKURAKA STATION ACCESS UPGRD  | \$14,526,017  | \$14,526,017  | 28/02/2015             | 28/02/2015           | NIL                                      |
| NORTHERN LINK TUNNEL JV         | \$361,437,000 | \$361,437,000 | 28/02/2015             | 28/02/2015           | NIL                                      |
| DOMESTIC STHN APRON EXPANSION   | \$36,740,166  | \$36,740,166  | 2/03/2015              | 2/03/2015            | NIL                                      |
| BUSSELTON REGIONAL AIRPORT      | \$695,165     | \$695,165     | 9/05/2015              | 9/05/2015            | NIL                                      |
| BALLASTLESS BRIDGE              | \$2,049,253   | \$2,049,253   | 17/07/2015             | 17/07/2015           | NIL                                      |
| CAMDEN VALLEY WAY STAGE 3       | \$71,079,250  | \$71,079,250  | 29/07/2015             | 29/07/2015           | NIL                                      |
| VASSE HWAY-BMD COST COLLECTOR   | \$12,610,269  | \$15,292,485  | 11/09/2015             | 11/09/2015           | NIL                                      |
| VASSE HWY-JOINT VENTURE 50%     | \$6,057,635   | \$6,057,635   | 11/09/2015             | 11/09/2015           | NIL                                      |
| UPGRADE OF TERRIGAL DRIVE       | \$18,429,442  | \$18,429,442  | 20/10/2015             | 20/10/2015           | NIL                                      |
| ALDOGA HOLDING ROAD&WICET SPUR  | \$33,796,404  | \$33,796,404  | 27/10/2015             | 27/10/2015           | NIL                                      |
| NARELLAN ROAD UPGRADE-STAGE A   | \$24,869,049  | \$24,869,049  | 20/11/2015             | 20/11/2015           | NIL                                      |

| Contract<br>(Brief Description) | Award Price   | Final Cost    | Forecast<br>Completion | Actual<br>Completion | Industrial Relations<br>Delays or Issues |
|---------------------------------|---------------|---------------|------------------------|----------------------|------------------------------------------|
| PORT CAPACITY PROJECT-RDS&SVCE  | \$90,198,985  | \$90,198,985  | 28/02/2016             | 28/02/2016           | NIL                                      |
| MURRAY RIVER CROSSING           | \$637,149     | \$637,149     | 22/03/2016             | 22/03/2016           | NIL                                      |
| BUANGOR BYPASS                  | \$42,039,573  | \$42,039,573  | 20/05/2016             | 20/05/2016           | NIL                                      |
| HIGH STREET ROAD DUPLICATION    | \$12,069,126  | \$12,069,126  | 7/06/2016              | 7/06/2016            | NIL                                      |
| CIVIL&TRACK WORKS INFRA MAINT   | \$3,005,063   | \$3,005,063   | 30/06/2016             | 30/06/2016           | NIL                                      |
| TIGER BRENNAN DRV DUPLICATION   | \$94,209,452  | \$94,209,452  | 30/06/2016             | 30/06/2016           | NIL                                      |
| WYONG RD INTERSECTION UPGRADE   | \$12,871,457  | \$12,871,457  | 30/06/2016             | 30/06/2016           | NIL                                      |
| STINGRAY CREEK BRIDGE           | \$575,795     | \$575,795     | 30/06/2016             | 30/06/2016           | NIL                                      |
| BRUCE HWY - GLENORCHY STRAIGHT  | \$3,610,819   | \$3,610,819   | 30/12/2016             | 30/12/2016           | NIL                                      |
| DRYANDRA ROAD GAP SURCHARGE     | \$3,441,456   | \$3,441,456   | 31/12/2016             | 31/12/2016           | NIL                                      |
| BRINGELLY ROAD UPGRADE          | \$134,681,438 | \$134,681,438 | 3/02/2017              | 3/02/2017            | NIL                                      |
| BRIDGE 1775 BYFORD-STH WST HWY  | \$2,497,409   | \$2,497,409   | 28/02/2017             | 28/02/2017           | NIL                                      |
| SK702 BALLAST REPLACEMENT PROJ  | \$10,121,314  | \$10,121,314  | 10/04/2017             | 10/04/2017           | NIL                                      |
| NARROGIN LINK ROAD STG 3        | \$1,972,283   | \$1,972,283   | 24/05/2017             | 24/05/2017           | NIL                                      |
| C2C WOONDUM RD TO KEEFTON RD    | \$19,871,280  | TBC           | 30/06/2017             | Current              | NIL                                      |

| Contract<br>(Brief Description) | Award Price  | Final Cost | Forecast<br>Completion | Actual<br>Completion | Industrial Relations<br>Delays or Issues |
|---------------------------------|--------------|------------|------------------------|----------------------|------------------------------------------|
| DALRYMPLE ROAD UPGRADE          | \$29,258,789 | TBC        | 30/06/2017             | Current              | NIL                                      |
| FORTESCUE RIVER BDGE - BMD 50%  | \$3,790,571  | TBC        | 30/06/2017             | Current              | NIL                                      |
| 3RD AVENUE BRIDGE REPLACEMENT   | \$8,837,991  | TBC        | 30/06/2017             | Current              | NIL                                      |
| COOLUP EAST BRIDGE 3528A        | \$6,362,566  | TBC        | 30/06/2017             | Current              | NIL                                      |
| KUMARINA BRIDGES                | \$8,909,423  | TBC        | 30/06/2017             | Current              | NIL                                      |
| SEVENTH ST EXTENSION-T2/T3      | \$24,049,177 | TBC        | 30/06/2017             | Current              | NIL                                      |
| ATHEL DOMBRAIN DR&MAITLAND TR   | \$5,401,875  | TBC        | 30/06/2017             | Current              | NIL                                      |
| SACL PROJECT 5 ECI - STAGE 1    | \$SOR        | TBC        | 30/06/2017             | Current              | NIL                                      |
| SIR REGINALD DR RECONFIGURE     | \$7,072,440  | TBC        | 30/06/2017             | Current              | NIL                                      |
| BENDIGO AIRPORT - STAGE 2       | \$12,651,234 | TBC        | 30/06/2017             | Current              | NIL                                      |
| DEER PARK SUBSTATION            | \$5,626,232  | TBC        | 30/06/2017             | Current              | NIL                                      |
| WEBB DOCK NETWORK IMPROVEMENT   | \$4,397,910  | TBC        | 28/07/2017             | Current              | NIL                                      |
| NOISE ATTENUATION-GOWANBRAE     | \$8,589,707  | TBC        | 30/07/2017             | Current              | NIL                                      |
| GRACEVILLE/DINMORE STATIONS     | \$21,694,182 | TBC        | 31/07/2017             | Current              | NIL                                      |
| SOUTHPORT BURLEIGH RD CORRIDOR  | \$18,832,900 | TBC        | 30/08/2017             | Current              | NIL                                      |

| Contract<br>(Brief Description)  | Award Price   | Final Cost | Forecast<br>Completion | Actual<br>Completion | Industrial Relations<br>Delays or Issues |
|----------------------------------|---------------|------------|------------------------|----------------------|------------------------------------------|
| TOOWOOMBA RANGE CLEARANCE UPGR   | \$2,654,730   | TBC        | 31/08/2017             | Current              | NIL                                      |
| ROBERT RD TO FOSTERS RD CAIRNS   | \$17,456,927  | TBC        | 1/09/2017              | Current              | NIL                                      |
| NPR-RECYCLED WATER PIPELINE      | \$4,221,859   | TBC        | 6/09/2017              | Current              | NIL                                      |
| BOUNDARY RD ICHANGE BRUCE HWY    | \$51,337,857  | TBC        | 30/09/2017             | Current              | NIL                                      |
| SWBTA ROADS&INFRASTRUCTURE WRK   | \$9,354,801   | TBC        | 30/09/2017             | Current              | NIL                                      |
| W2B EARLY WORK-DIVERSION LANES   | \$27,794,013  | TBC        | 31/10/2017             | Current              | NIL                                      |
| INT TERMINAL APRON BAYS 69-71    | \$29,210,040  | TBC        | 30/11/2017             | Current              | NIL                                      |
| RIFL BOMEN LINKS RDS&UNDERPASS   | \$21,419,365  | TBC        | 30/11/2017             | Current              | NIL                                      |
| TREENDALE - COLLIE BRIDGE        | \$13,058,534  | TBC        | 16/12/2017             | Current              | NIL                                      |
| PROJECT 6 - QANTAS DRIVE         | \$10,264,314  | TBC        | 31/12/2017             | Current              | NIL                                      |
| INTERNATIONAL CONTAINER TERMINAL | \$207,803,316 | TBC        | 31/12/2017             | Current              | NIL                                      |
| TAXIWAY HOTEL CODE E UPGRADE     | \$13,404,471  | TBC        | 16/02/2018             | Current              | NIL                                      |
| LORAC SITE ENABLING WORKS        | \$407,793     | TBC        | 15/03/2018             | Current              | NIL                                      |
| MELTON HWY LEVEL CROSSING        | \$35,695,174  | TBC        | 31/03/2018             | Current              | NIL                                      |
| SCHOFIELDS ROAD - STAGE 3        | \$68,784,104  | TBC        | 28/04/2018             | Current              | NIL                                      |

| Contract<br>(Brief Description) | Award Price  | Final Cost | Forecast<br>Completion | Actual<br>Completion | Industrial Relations<br>Delays or issues |
|---------------------------------|--------------|------------|------------------------|----------------------|------------------------------------------|
| RAAF AMBERLEY-C17 MAINT FACIL   | \$47,606,778 | TBC        | 31/05/2018             | Current              | NIL                                      |
| ASHLEY DRIVE UPGRADE - STAGE 2  | \$16,042,188 | TBC        | 1/06/2018              | Current              | NIL                                      |
| CROOKWELL 2-WIND FARM - STG 2   | \$20,926,835 | TBC        | 30/06/2018             | Current              | NIL                                      |
| CAROLINE SPRINGS STATION&CARPK  | \$10,295,342 | TBC        | 30/06/2018             | Current              | NIL                                      |
| INNER CITY BYPASS- 8 LANING     | \$31,345,988 | TBC        | 30/07/2018             | Current              | NIL                                      |
| WP 1000A EARTH & PAVEMENT WORK  | \$4,313,068  | TBC        | 29/08/2018             | Current              | NIL                                      |
| CALLEMONDAH CARPARK&ACCESS RD   | \$1,412,878  | TBC        | 1/09/2018              | Current              | NIL                                      |
| THOMPSONS ROAD UPGRADE-STAGE 1  | \$41,703,982 | TBC        | 4/09/2018              | Current              | NIL                                      |
| SSK17A/0032 BULK EARTHWORKS     | \$30,603,665 | TBC        | 30/11/2018             | Current              | NIL                                      |
| CATTLE FRANCES CREEK UPGRADE    | \$49,669,817 | TBC        | 31/12/2018             | Current              | NIL                                      |
| PHWY-ARMYTAGE TO WARNCOORT      | \$98,323,852 | TBC        | 9/07/2019              | Current              | NIL                                      |
| CBD UTILITIES UPGRADE           | \$48,920,678 | TBC        | 29/01/2020             | Current              | NIL                                      |

| Contract<br>(Brief Description)                               | Award Price | Final Cost | Forecast<br>Completion  | Actual Completion | Performance                                                                                                                                                                                 | Industrial<br>Relations Delays<br>or Issues |
|---------------------------------------------------------------|-------------|------------|-------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| QUEENSLAND                                                    |             |            |                         |                   |                                                                                                                                                                                             |                                             |
| Timber Bridge<br>Replacements –<br>German and<br>Kings D&C    | \$3.3m      | \$3.3m     | Dec 2015 – June<br>2016 | Oct-16            | A 3 month delay due<br>to girder quality<br>issues. Rail closure<br>was rescheduled to a<br>later date for<br>completion.                                                                   | NIL                                         |
| Cooloolabin Dam                                               | \$2m        | \$2m       | Sept 2017 - Feb 2018    | Feb-18            | Project successfully<br>completed                                                                                                                                                           | NIL                                         |
| Lockyer Creek Steel<br>Bridge Strengthening<br>works          | \$0.6m      | \$1m       | July 2016 – Jan 2017    | Jan-17            | Project successfully<br>completed                                                                                                                                                           | NIL                                         |
| Bridge Pier<br>Replacements –<br>Three & Twelve Mile<br>Creek | \$0.3m      | \$0.3m     | May 2016 – Oct 2016     | Oct-16            | On time and on<br>budget.                                                                                                                                                                   | NIL                                         |
| Bridge Pier<br>Replacements –<br>Stockyard Creek              | \$0.3m      | \$0.3m     | May 2016 – June<br>2016 | Jul-16            | 1 month over -<br>cancellation of rail<br>closure due to heavy<br>rain / storm.                                                                                                             | NIL                                         |
| North Street Bridge<br>Abutment<br>Remediation                | \$0.1m      | \$0.1m     | May 2016 – June<br>2016 | Jun-16            | Project successfully<br>completed                                                                                                                                                           | NIL                                         |
| Wappa Dam                                                     | \$0.9m      | \$0.9m     | Sept 2016 – Dec<br>2016 | Jul-17            | A 4.5 month delay<br>was due to a non-<br>compliant filter<br>material. We worked<br>with the client and<br>supplier to produce a<br>compliant material –<br>which was accepted<br>for use. | NIL                                         |
| Gateway Upgrade<br>North (GUN) 1                              | \$25.1m     | \$39.3m    | July 2014 – Aug 2015    | Oct-15            | Extensions of time<br>were granted due to                                                                                                                                                   | NIL                                         |

| Contract<br>(Brief Description)                                           | Award Price | Final Cost | Forecast<br>Completion   | Actual Completion | Performance                                                                                                                                                                                                                    | Industrial<br>Relations Delays<br>or Issues |
|---------------------------------------------------------------------------|-------------|------------|--------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 5 Flight Civil Works<br>RAAF Amberley                                     | \$0.4m      | \$0.8m     | April 16 – Nov 16        | Aug-17            | Inclement weather -<br>85.5 days.<br>A number of<br>variations extended<br>the project.                                                                                                                                        | NIL                                         |
| Brisbane Terminal<br>Works for Completion<br>of Module 1                  | \$0.7m      | \$0.7m     | Feb 2016 – April<br>2016 | Apr-16            | Project successfully<br>completed                                                                                                                                                                                              | NIL                                         |
| Little Nerang Dam,<br>Drum Gate Fixing and<br>Protective Coating<br>Works | \$0.3m      | \$0.3m     | June 2015 – Aug<br>2015  | Aug-15            | Project successfully<br>completed                                                                                                                                                                                              | NIL                                         |
| Hinze Dam<br>Maintenance Works                                            | \$0.1m      | \$0.1m     | Jan-16                   | Jan-16            | Project successfully<br>completed                                                                                                                                                                                              | NIL                                         |
| RAAF Tindal JV                                                            | \$58.1m     | \$50m      | April 2016 – June 17     | Jan-18            | Scope reduced,<br>Project successfully<br>completed.                                                                                                                                                                           | NIL                                         |
| SOUTH AUSTRALIA                                                           |             |            |                          |                   |                                                                                                                                                                                                                                |                                             |
| RAAF (FHI) Woomera                                                        | \$7.9m      | \$8.6m     | Jan 2015 – Feb 2016      | Apr-16            | Fulton Hogan won the<br>'Outstanding Project<br>Award' at the South<br>Australian AAPA<br>Awards in August 2015<br>for the reconstruction,<br>airfield lighting upgrade<br>and asphalt overlay at<br>RAAF Woomera<br>Airfield. | NIL                                         |
| Peculiar Knob Haul<br>road & Maintenance                                  | \$19.7m     | \$23.7m    | Nov 2013 – Oct 2014      | Dec-15            | Project successfully<br>completed.                                                                                                                                                                                             | NIL                                         |
| NBN MIMA programs<br>- SA                                                 | \$23m       | \$23m      | Aug 2015 – Jun 2017      | Jun-17            | Project successfully<br>completed                                                                                                                                                                                              | NIL                                         |

| Contract<br>(Brief Description) | Award Price | Final Cost | Forecast<br>Completion | Actual Completion | Performance                    | Industrial<br>Relations Delays<br>or Issues |
|---------------------------------|-------------|------------|------------------------|-------------------|--------------------------------|---------------------------------------------|
| SA Water panel contracts        | \$60m       | \$71m      | Oct 2013 – May 2017    | May-17            | Project successfully completed | NIL                                         |
| NBN Pre-MIMA programs - SA      | \$26m       | \$38m      | Mar 2014 – Apr 2016    | Apr-16            | Project successfully completed | NIL                                         |
| Nurrungar                       | \$8m        | \$11m      | Aug 2015 – Jun 2016    | Jun-16            | Project successfully completed | NIL                                         |
| WESTERN AUSTRALIA               |             |            |                        |                   |                                |                                             |
| NBN MIMA programs - WA          | \$26m       | \$23m      | Sep 2015 – Apr 2017    | Apr-17            | Project successfully completed | NIL                                         |
| NBN Pre-MIMA programs - WA      | \$9m        | \$17m      | Mar 2015 – Jan 2016    | Jan-16            | Project successfully completed | NIL                                         |
| ACT & NEW SOUTH WALES           |             |            |                        |                   |                                |                                             |
| Majura Parkway, ACT             | \$244m      | \$286m     | Sep 2012 – Jul 2015    | Jun-16            | Project successfully completed | NIL                                         |
| White Rock Wind Farm            | \$72m       | \$75m      | Mar 2016 – Dec 2017    | Dec-17            | Project successfully completed | NIL                                         |
| Foxground & Berry Bypass        | \$352m      | \$411m     | Jun 2014 – Nov 2017    | Nov-17            | Project successfully completed | NIL                                         |
| Gerrigong                       | \$235m      | \$309m     | Dec 2011 – Aug 2015    | Jun-17            | Project successfully completed | NIL                                         |
| King Georges Road Interchange   | \$85m       | \$87m      | May 2015 – Feb 2017    | Feb-17            | Project successfully completed | NIL                                         |

| Contract<br>(Brief Description)   | Award Price | Final Cost | Forecast<br>Completion | Actual Completion | Performance                       | Industrial<br>Relations Delays<br>or Issues |
|-----------------------------------|-------------|------------|------------------------|-------------------|-----------------------------------|---------------------------------------------|
| Knuckle Pavement<br>Area 14       | \$3m        | \$3m       | Nov 2016 – Jan 2017    | Jan-17            | Project successfully<br>completed | NIL                                         |
| National Intermodal<br>Pvmt Works | \$8m        | \$9m       | Jul 2016 – Nov 2016    | Nov-16            | Project successfully<br>completed | NIL                                         |
| Wentworth Ave Civil<br>Works      | \$1m        | \$1m       | Mar 2016 – Jun 2016    | Jun-16            | Project successfully<br>completed | NIL                                         |
| Port Botany Services              | \$130m      | \$73m      | Jul 2014 – Sep 2015    | Sep-15            | Project successfully<br>completed | NIL                                         |
| VICTORIA                          |             |            |                        |                   |                                   |                                             |
| Hobart Airport                    | \$3m        | \$23m      | Aug 2016 – Dec<br>2017 | Dec-17            | Project successfully<br>completed | NIL                                         |
| Victor South                      | \$43m       | \$55m      | Aug 2014 – Oct 2017    | Sep-17            | Project successfully<br>completed | NIL                                         |
| Taxiway Alpha<br>Overlay          | \$4m        | \$5m       | Dec 2016 – May<br>2017 | Aug-17            | Project successfully<br>completed | NIL                                         |
| Westgate Distributor              | \$23m       | \$29m      | Dec 2015 – May<br>2017 | May-17            | Project successfully<br>completed | NIL                                         |
| Bayswater Grade<br>Separations    | \$60m       | \$76m      | Dec 2015 – Mar<br>2017 | Mar-17            | Project successfully<br>completed | NIL                                         |
| Southern Apron<br>Expansion       | \$81m       | \$127m     | Jul 2013 – Oct 2015    | Jan-16            | Project successfully<br>completed | NIL                                         |

| Contract<br>(Brief Description) | Award Price | Final Cost | Forecast<br>Completion | Actual Completion | Performance                       | Industrial<br>Relations Delays<br>or Issues |
|---------------------------------|-------------|------------|------------------------|-------------------|-----------------------------------|---------------------------------------------|
| Burnie Port<br>Redevelopment    | \$9m        | \$11m      | Feb 2015 – Oct 2015    | Dec-15            | Project successfully<br>completed | NIL                                         |
| Bentley Chemplax<br>(DP World)  | \$12m       | \$14m      | Sep 2015 – Mar<br>2016 | Mar-16            | Project successfully<br>completed | NIL                                         |

**Appendix D – Declaration of Compliance with the Code for Tendering and  
Performance of Building Work 2016**

DECLARATION OF COMPLIANCE WITH THE BUILDING CODE

Tenderers must complete the following declaration of compliance

DECLARATION OF COMPLIANCE WITH THE CODE FOR THE TENDERING AND PERFORMANCE OF BUILDING WORK  
2016 ("BUILDING CODE")

|                                |                                                                               |
|--------------------------------|-------------------------------------------------------------------------------|
| Name of Project:               | ARTC Inland Rail Parkes to<br>Narromine Construct Only                        |
| Name of Tenderer, ABN and ACN: | <b>BMD Constructions Pty. Ltd., ABN:<br/>59 010 126 100, ACN: 010 126 100</b> |

1. In this Declaration of Compliance:

|                                          |                                                                                                                                                                                                                                |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ABCC                                     | means the body referred to in subsection 29(2) of the Act.                                                                                                                                                                     |
| ABC Commissioner                         | means the Australian Building and Construction Commissioner<br>referred to in subsection 15(1) of the Act.                                                                                                                     |
| Act                                      | means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> .                                                                                                                                        |
| Building Code                            | means the <i>Code for the Tendering and Performance of Building Work 2016</i> , which is available at<br><a href="https://www.legislation.gov.au/Details/F2017C00668">https://www.legislation.gov.au/Details/F2017C00668</a> . |
| Building Contractor                      | has the same meaning as in the Act.                                                                                                                                                                                            |
| <i>Building Industry Participant</i>     | has the same meaning as in the Act.                                                                                                                                                                                            |
| Building Work                            | has the same meaning as in subsection 3(4) of the Building Code.                                                                                                                                                               |
| <i>Commonwealth Funded Building Work</i> | means Building Work in items 1-8 of Schedule 1 of the Building Code.                                                                                                                                                           |
| Enterprise Agreement                     | has the same meaning as in the <i>Fair Work Act 2009</i> .                                                                                                                                                                     |
| Exclusion Sanction                       | has the same meaning as in subsection 3(3) of the Building Code.                                                                                                                                                               |
| Related Entity                           | has the same meaning as in subsection 3(2) of the Building Code.                                                                                                                                                               |

- The Tenderer confirms that it has complied with the Building Code in preparing its Tender.
- The Tenderer acknowledges that it and its Related Entities must comply with the Building Code in relation to all Building Work described in Schedule 1 of the Building Code for which an expression of interest or request for tender (however described) is called on or after the date that the Building Code commenced, being 2 December 2016, and, should it be the successful Tenderer, in relation to the Works.
- The Tenderer undertakes to ensure that it and its subcontractors that it subcontracts any of the Works to, should it be the successful Tenderer, comply with the Building Code.

5. The Tenderer acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and undertakes to ensure that it and its subcontractors will comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the Act and requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
6. The Tenderer declares that where it proposes to subcontract any of the Works, should it be the successful Tenderer, it will:
  - a. not enter into a subcontract with a subcontractor who:
    - i. is covered by, or has Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
    - ii. is subject to an Exclusion Sanction;
    - iii. unless approved otherwise by the ABC Commissioner, is excluded from performing Building Work funded by a state or territory government; and
  - b. only enter into a subcontract where:
    - i. the subcontractor undertakes to only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
    - ii. the subcontractor undertakes to comply with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code that applies to the Works;
    - iii. the subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code;
    - iv. the subcontract with the subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code; and
    - v. the subcontractor has advised, prior to entering into a contract with the Tenderer whether the subcontractor has, within the preceding three year period;
      - A. had an adverse decision direction or order made by a court or tribunal for a breach of a designated building law, work health and safety law or the *Migration Act 1958*; or
      - B. been required to pay any amounts under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) or owed any unsatisfied judgement debts (including by any related entity) to a building contractor or building industry participant; and

- vi. the subcontractor has agreed to update the advice referred to in section 6(b)(v) every six months for the duration of the contract between the Tenderer and the subcontractor.
- 7. The Tenderer declares that it has provided all of the further information required by Attachment A to this Declaration of Compliance.

The Tenderer declares that:

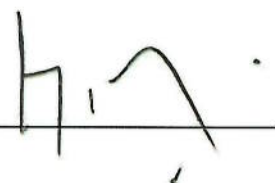
- a. it, and its Related Entities, are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code (Tenderer must complete Section Two of Attachment A);
- b. it is not subject to an Exclusion Sanction;
- c. it has not had an adverse decision, direction or order made by a court or tribunal for a breach of the Act, a designated building law, work health and safety law or competition and consumer law which has not been stayed or revoked and for which the period for compliance has expired without the Tenderer having complied with the decision, direction or order;
- d. it will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia, should it be the successful Tenderer; and
- e. it has provided as part of its tender a Workplace Relations Management Plan for approval by the ABCC in accordance with Part 6 of the Building Code.

**DATED** this 12<sup>th</sup> day of April 2018

*[Note to Tenderers: Tenderer to insert execution blocks necessary to validly execute this Declaration of Compliance as a deed poll. If the Tenderer comprises 2 or more persons, execution blocks for each person must be included below and this Tender Form must be duly executed by each person.]*

**Executed** as a deed poll

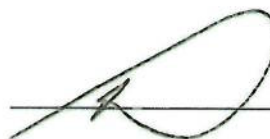
Executed by **(BMD Constructions Pty. Ltd.)** in  
accordance with section 127 of the  
Corporations Act 2001(Cth):



\_\_\_\_\_  
Andrew Marcos

Full name of Director

\_\_\_\_\_



\_\_\_\_\_  
Craig Mortensen

Full name of Company Secretary/Director

\_\_\_\_\_

DECLARATION OF COMPLIANCE WITH THE BUILDING CODE

Tenderers must complete the following declaration of compliance

DECLARATION OF COMPLIANCE WITH THE CODE FOR THE TENDERING AND PERFORMANCE OF BUILDING WORK  
2016 ("BUILDING CODE")

|                                |                                                                             |
|--------------------------------|-----------------------------------------------------------------------------|
| Name of Project:               | ARTC Inland Rail Parkes to Narromine Construct Only                         |
| Name of Tenderer, ABN and ACN: | Fulton Hogan Construction Pty Ltd,<br>ABN: 46 010 240 758, ACN: 010 240 758 |

1. In this Declaration of Compliance:

|                                   |                                                                                                                                                                                                                             |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ABCC                              | means the body referred to in subsection 29(2) of the Act.                                                                                                                                                                  |
| ABC Commissioner                  | means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act.                                                                                                                     |
| Act                               | means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> .                                                                                                                                     |
| Building Code                     | means the <i>Code for the Tendering and Performance of Building Work 2016</i> , which is available at <a href="https://www.legislation.gov.au/Details/F2017C00668">https://www.legislation.gov.au/Details/F2017C00668</a> . |
| Building Contractor               | has the same meaning as in the Act.                                                                                                                                                                                         |
| Building Industry Participant     | has the same meaning as in the Act.                                                                                                                                                                                         |
| Building Work                     | has the same meaning as in subsection 3(4) of the Building Code.                                                                                                                                                            |
| Commonwealth Funded Building Work | means Building Work in items 1-8 of Schedule 1 of the Building Code.                                                                                                                                                        |
| Enterprise Agreement              | has the same meaning as in the <i>Fair Work Act 2009</i> .                                                                                                                                                                  |
| Exclusion Sanction                | has the same meaning as in subsection 3(3) of the Building Code.                                                                                                                                                            |
| Related Entity                    | has the same meaning as in subsection 3(2) of the Building Code.                                                                                                                                                            |

- The Tenderer confirms that it has complied with the Building Code in preparing its Tender.
- The Tenderer acknowledges that it and its Related Entities must comply with the Building Code in relation to all Building Work described in Schedule 1 of the Building Code for which an expression of interest or request for tender (however described) is called on or after the date that the Building Code commenced, being 2 December 2016, and, should it be the successful Tenderer, in relation to the Works.
- The Tenderer undertakes to ensure that it and its subcontractors that it subcontracts any of the Works to, should it be the successful Tenderer, comply with the Building Code.

5. The Tenderer acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and undertakes to ensure that it and its subcontractors will comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the of the Act and requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
6. The Tenderer declares that where it proposes to subcontract any of the Works, should it be the successful Tenderer, it will:
  - a. not enter into a subcontract with a subcontractor who:
    - i. is covered by, or has Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code;
    - ii. is subject to an Exclusion Sanction;
    - iii. unless approved otherwise by the ABC Commissioner, is excluded from performing Building Work funded by a state or territory government; and
  - b. only enter into a subcontract where:
    - i. the subcontractor undertakes to only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
    - ii. the subcontractor undertakes to comply with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code that applies to the Works;
    - iii. the subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code;
    - iv. the subcontract with the subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code; and
    - v. the subcontractor has advised, prior to entering into a contract with the Tenderer whether the subcontractor has, within the preceding three year period;
      - A. had an adverse decision direction or order made by a court or tribunal for a breach of a designated building law, work health and safety law or the *Migration Act 1958*; or
      - B. been required to pay any amounts under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) or owed any unsatisfied judgement debts (including by any related entity) to a building contractor or building industry participant; and

- vi. the subcontractor has agreed to update the advice referred to in section 6(b)(v) every six months for the duration of the contract between the Tenderer and the subcontractor.

- 7. The Tenderer declares that ~~it has provided all of the further~~ information required by Attachment A to this Declaration of Compliance.

The Tenderer declares that:

- a. it, and its Related Entities, are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code (Tenderer must complete Section Two of Attachment A);
- b. it is not subject to an Exclusion Sanction;
- c. it has not had an adverse decision, direction or order made by a court or tribunal for a breach of the Act, a designated building law, work health and safety law or competition and consumer law which has not been stayed or revoked and for which the period for compliance has expired without the Tenderer having complied with the decision, direction or order;
- d. it will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia, should it be the successful Tenderer; and
- e. it has provided as part of its tender a Workplace Relations Management Plan for approval by the ABCC in accordance with Part 6 of the Building Code.

DATED this 12<sup>th</sup> day of April 2018

*[Note to tenderers: Tenderer to insert execution blocks necessary to validly execute this Declaration of Compliance as a deed poll. If the Tenderer comprises 2 or more persons, execution blocks for each person must be included below and this Tender Form must be duly executed by each person.]*

Executed as a deed poll

Executed by *(Fulton Hogan Construction Pty. Ltd.)* in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of Authorised Representative

Signature of Authorised Representative

Brett Smiley

John Hudson

General Manager Construction – Northern  
& Central Region

Commercial Manager

Full name of Authorised Representative

Full name of Authorised Representative

Signed in accordance with Fulton  
Hogan Power of Attorney reference  
FHAustGrpOOT. The signatory attests  
that no notice of revocation or  
amendment has been received,

## Appendix E – Disciplinary Guidelines



# Disciplinary Guidelines

## Business Management Systems (BMS) Group Guideline



## Document Version Control

| Revision No. | Revision Date | Details of Revision                                                                                             | Approved By  |
|--------------|---------------|-----------------------------------------------------------------------------------------------------------------|--------------|
| 7            | 12/10/2017    | Minor content amendments.                                                                                       | Steve Thomas |
| 6            | 27/08/2015    | Amendment to the wording in the first paragraph of 1. Disciplinary Procedures                                   | Steve Thomas |
| 5            | 23/04/2015    | Inclusion of Document Version Control table and update to document permissions                                  | Steve Thomas |
| 4            | 25/07/2013    | The guideline has been reviewed to add more clarity and align with current business requirements and standards. | Steve Thomas |
| 3            | 18/04/2013    | Minor format change                                                                                             | Steve Thomas |
| 2            | 17/09/2012    | Metadata amended                                                                                                | Steve Thomas |
| 1            | 24/07/2012    | Inclusion into the BMS                                                                                          | Steve Thomas |

# Disciplinary Guidelines

## Business Management System (BMS) Group Guideline

Document No.: CRP-GLE-00459

### Table of Contents

|      |                                           |   |
|------|-------------------------------------------|---|
| 1.   | Disciplinary Procedures.....              | 4 |
|      | Step 1 – Verbal Counselling Session ..... | 4 |
|      | Step 2 – Written Warning .....            | 4 |
|      | Step 3 – Final Written Warning.....       | 4 |
|      | Step 4 – Final Action: Termination.....   | 5 |
| 1.1. | Dismissal Without Warning .....           | 6 |
| 1.2. | Suspension .....                          | 6 |
| 2.   | Appendices.....                           | 7 |
| 2.1. | Appendix A: Dismissal Guide .....         | 7 |

## 1. Disciplinary Procedures

In order for BMD to have consistent and fair discipline procedures, the following guidelines have been adopted. This document is intended as a guide, therefore management should use their discretion in determining at what stage to commence in the disciplinary procedure process. For example, if deemed applicable by management it may be appropriate to bypass the verbal counselling and progress straight to a final written warning and in the case of serious and wilful misconduct, instant dismissal.

*Note: Should an employee return a confirmed positive result for either drugs or alcohol twice within a 12 month period or a BrAC reading greater than 0.1%, immediate termination procedures will be implemented.*

### Step 1 – Verbal Counselling Session

The Manager/Supervisor and the Human Resources (HR) Manager will be responsible for using a clear, constructive and fair counselling and disciplinary process to manage any employees who is not performing, conducting, or behaving in an acceptable manner. BMD's disciplinary procedures and actions will be consistent with the principles of procedural fairness. When an employee is failing to perform to the established standards or is in violation of company policy or has engaged in other misconduct, the manager/supervisor will discuss the issue with the employee, address the inappropriate behaviour and highlight the acceptable behaviour required. This discussion should occur immediately upon determination of the unsatisfactory performance or behaviour. If the problem is corrected, the manager/supervisor acknowledges this to the employee and reinforces their expectations of the improved behaviour. If the problem is not corrected, the next step in the procedure is implemented.

### Step 2 – Written Warning

If an employee continues to fail to meet established performance standards or engages in misconduct or violates company policy following a verbal counselling session, the manager/supervisor will contact the HR Manager to obtain assistance in preparing a written warning.

The documentation from the written warning is to be sent to the BMD HR Manager and placed on the employee's file. If the issue is not corrected then Step 3 is implemented.

### *Step 3 – Final Written Warning*

If the employee continues to fail to meet performance standards or engages in further misconduct or violates company policy, a final written warning is given by the supervisor/manager following a discussion with the HR Manager. The final written warning must be written by Human Resources.

The final written warning is to be sent to the BMD Human Resources Manager and retained with all other documentation in the employee's file.

### *Step 4 – Final Action: Termination*

The next stage may be termination of the employee in the event of the employee continues to fail to meet performance standards or engages in further misconduct or violates company policy. An employee may also be summarily dismissed in the event of serious misconduct or a serious breach of their contract of employment. A formal termination is usually accompanied by and comes as a final action subsequent to:

- A history of unsatisfactory work;
- Repeated failure to obey directions;
- Lack of demonstrated improvement from training;
- Lack of efficiency;
- Some other record of unsatisfactory work or behaviour;
- Breach of company policy; and
- Breach of any OH&S policies and procedures.

The decision to dismiss an employee and the execution of that decision must be done with the authority of the relevant Manager in liaison with the BMD Human Resources Manager. The relevant form of industrial regulation and applicable legislation will identify the mechanisms and procedures required to manage the termination of an employee.

### **1.1. Dismissal Without Warning**

An employee will be similarly dismissed without notice if it is established, after investigation and hearing the employee's version of the matter, that there has been an act of gross misconduct, major breach of duty or conduct that brings the company into disrepute. Such behaviours include:

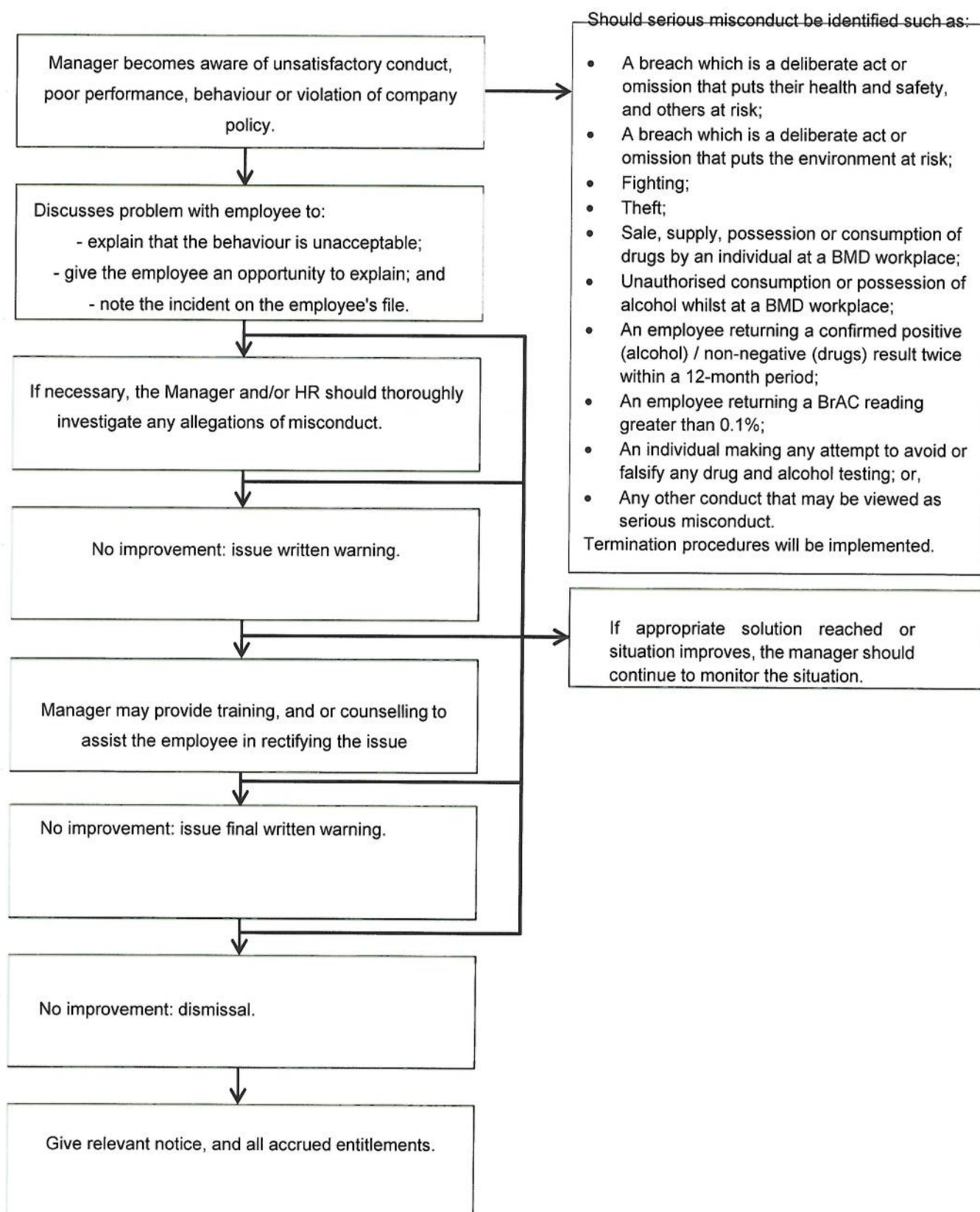
- Insubordination;
- Serious breach of safety rules;
- Theft or fraud;
- Under the influence of drugs or alcohol;
- Failure to follow Company procedures;
- Deliberate damage to Company property or that of other Company employees;
- Disorderly or indecent conduct;
- Fighting on Company premises or at sanctioned functions or threatening physical violence;
- Acts of incitement, or actual acts of discrimination on the grounds of sex, race, religion, colour or ethnic origin;
- Confirmed positive result for either drugs or alcohol twice within a 12 month period;
- Refusal of alcohol and/or drug testing twice within a 12 month period; and
- Recording a confirmed BrAC reading greater than 0.1%.

### **1.2. Suspension**

At any stage of the disciplinary procedure the employee may be suspended with pay while the circumstances of a complaint are investigated.

## 2. Appendices

### 2.1. Appendix A: Dismissal Guide





## Appendix F – Summary of Freedom of Association Objectives and Prohibitions

| Item                | Prohibition/Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Building Code 2016<br>Clause References |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| General prohibition | A code covered entity must not engage in conduct, or implement a procedure or practice (howsoever described) in respect of building work which has, or is likely to have, any of the effects described in subsections 11(1) or (3) if the conduct, practice or procedure was contained in an enterprise agreement. This includes arrangements or practices that are inconsistent with freedom of association requirements set out in section 13.                                                                                                    | Section 11(4)                           |
|                     | Note exception in section 11(5) which clarifies that this general prohibition does not apply if the conduct etc. is expressly permitted or required by a Commonwealth industrial instrument (enterprise agreement).<br><br>See section 11 for prohibited content in enterprise agreements made on or after 2 December 2016.                                                                                                                                                                                                                         | Section 11(5)                           |
| Policies            | Contractors must adopt and implement policies and practices that: ensure that persons are: <ul style="list-style-type: none"> <li>i. free to become, or not become, members of a building association;</li> <li>ii. free to be represented, or not represented, by building associations;</li> <li>iii. free to participate in, or not participate in, lawful industrial activities; and</li> <li>iv. not discriminated against in respect of benefits in the workplace because they are, or are not, members of a building association.</li> </ul> | Section 13 (1)                          |

| Item                    | Prohibition/Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Building Code 2016<br>Clause References                             |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Personal<br>information | <p>Contractors must ensure that personal information is dealt with in accordance with the Privacy Act 1988 and the Fair Work Act 2009.</p> <p>Contractors may not provide the names and details of those that they propose to engage or employ to third parties, other than in strict compliance with the law (or relevant enterprise agreement).</p>                                                                                                                                                                                                                                                    | <p>Section 13 (2) (a)</p> <p>Paragraph 98 Explanatory Statement</p> |
| Union<br>membership     | <p>Contractors must ensure that 'no ticket, no start' signage or similar, is not displayed, that 'show card' days do not occur, and that no other conduct occurs which implies that union membership is anything other than a matter for individual choice, including encouraging or discouraging a person from becoming, or remaining, a member of a building association.</p> <p>Contractors must ensure that practices that are not authorised by law which require, directly or indirectly, a person to disclose whether or not they are a member of a building association, are not engaged in.</p> | <p>Section 13 (2) (b) (d) (g) (j)</p> <p>Section 11(3)(n)</p>       |
| Inductions              | <p>Contractors must ensure that officials, delegates or other representatives of a building association do not undertake or administer induction processes.</p> <p>Site management is responsible for undertaking inductions processes which are a non-delegable duty.</p> <p>Contractors must also ensure 'secondary' inductions are not conducted by representatives of building associations.</p>                                                                                                                                                                                                     | <p>Section 13 (2) (p)</p> <p>Paragraph 98 Explanatory Statement</p> |
| Discrimination          | <p>Contractors must ensure persons are not discriminated against or disadvantaged in respect of benefits in the workplace because they are, or are not, members of a building association.</p> <p>Contractors must ensure that elected employee representatives are not discriminated against or disadvantaged.</p>                                                                                                                                                                                                                                                                                      | <p>Section 13 (1) (a) (iv)</p> <p>(2) (e)</p>                       |

| Item                                        | Prohibition/Requirement                                                                                                                                                                                                                                                                   | Building Code 2016<br>Clause References |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Signs                                       | Contractors must ensure that signs that seek to vilify or harass employees who participate, or do not participate, in industrial activities are not displayed.                                                                                                                            | Section 13 (2) (c)                      |
| Freedom of choice                           | Employees must be provided freedom of choice in deciding whether to be represented in grievance or dispute procedures (whether or not pursuant to an enterprise agreement), and, if so, by whom.                                                                                          | Section 13 (2) (o)                      |
| Forms                                       | Contractors must not use any form which requires an employee to identify their union status, nor should they require that subcontractors identify the union status of their employees or subcontractors.                                                                                  | Section 13 (2) (f)                      |
| Refusal to employ or terminate              | Contractors must not refuse to employ or engage an individual or terminate an employee or subcontractor because of their union status.                                                                                                                                                    | Section 13 (2) (h) (i)                  |
| Reasonable request by delegate to represent | Contractors must not refuse a reasonable request from a workplace delegate to represent employees in relation to grievances and disputes or discussions with a member of a building association.                                                                                          | Section 13 (2) (k) (o)                  |
| Non-working shop steward                    | Contractors must not employ a non-working shop steward or job delegate.<br>Contractors must not permit the imposition, or attempted imposition, of a requirement for any employer on site to employ a non-working shop steward or delegate or to hire an individual nominated by a union. | Section 13 (2) (l) (m)                  |
| Logos and indicia                           | Contractors must ensure that building association logos, mottos or other indicia are not applied to the employer's property or equipment, or to clothing supplied or provided for by the employer.                                                                                        | Section 13 (2) (j)                      |

| Item           | Prohibition/Requirement                                                                                                                                                                                                          | Building Code 2016<br>Clause References |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Bargaining Fee | Contractors must ensure that individuals are not required to pay a 'bargaining fee' (howsoever described) to a building association of which the individual is not a member, in respect of services provided by the association. | Section 13 (2) (n)                      |

## Appendix H – Freedom of Association Policy

## Freedom of Association Policy

### Scope and Aim

This policy encompasses all BMD Group subsidiaries including BMD Constructions, BMD Urban, Empower, JMac Constructions and Urbex. For ease of reference, the term 'BMD' is used throughout this policy to reference the BMD Group and its subsidiaries. This policy also applies to projects involving BMD being carried-out under a joint venture arrangement where no other policy of this type exists.

The policy applies to all BMD workers and contractors engaged with BMD, and its aim is to detail BMD's objectives and prohibitions with respect to freedom of association.

### Objectives and Prohibitions

Consistent with the *Fair Work Act 2009* (Cth), the relevant state industrial relations legislation (i.e. *Industrial Relations Act 1999* (Qld) and *Industrial Relations Act 1996* (NSW)), the Building Code 2016 and the Implementation Guidelines to the relevant State Code of Practice for the Building and Construction Industry, all parties have a right to freedom of association. This means that all workers are free to:

- Join or not join an industrial organisation of their choice
- Be represented or not be represented by an industrial organisation of their choice
- Participate in or not participate in lawful industrial activities.

Workers shall not be discriminated against or victimised on the grounds of membership, or non-membership, of an industrial organisation.

BMD shall abide by the practices detailed in the Human Resources Management Standard, in regards to Freedom of Association.



Scott Power

Group Executive Director - Operations



Mick Power, AM

Group Board Chairman and Managing Director

## Appendix I – Management of Unlawful Industrial Action

The Building Code 2016 provide for the following requirements in relation to industrial impacts:

| Item                        | Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Building Code 2016 Clause Reference |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| Reasonable Steps            | <p>Contractors must, to the extent reasonably practicable, take steps to prevent or bring to an end industrial action that is not protected action taken by the employees of the Contractor.</p> <p>Note: reasonably practicable steps may include, depending on the circumstances, the taking of legal action in the Fair Work Commission or a court where remedies are available.</p> <p>This does not require the entity to accede to a demand, claim or threat that is being advanced by industrial action that is not protected.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Section 16 (3)                      |
| Reporting industrial action | <p>Contractors must, in relation to Commonwealth funded building work, report actual or threatened industrial action (whether protected industrial action under Section 8 of the Building and Construction Industry (Improving Productivity) Act 2016 or industrial action that is not protected) by employees of the Contractor to the ABCC as soon as practicable, but no later than 24 hours after becoming aware of the threat or action.</p> <p>Further for project that contain WA State funding project notice must be provided to Building and Construction Code Monitoring Unit (BCCMU), Also for project containing NSW State funding notice must be provided to the CCU.</p> <p>Noting that dual notification will be required for project that contain both Federal and state funding.</p> <p>Contractors must, in relation to other building work, report actual or threatened industrial action that is not protected action by employees of the Contractor to the ABCC (and state bodies as applicable) as soon as practicable, but no later than 24 hours, after becoming aware of the threat or action.</p> | Section 16 (1) (2)                  |

| Item                         | Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Building Code 2016 Clause Reference       |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Secondary Boycotts           | <p>Contractors must, in relation to all building work, report any request or demand by a building association, whether made directly or indirectly, that the contractor engage in conduct that appears to be for the purposes of a secondary boycott within the meaning of the <i>Competition and Consumer Act 2010</i> to the ABCC as soon as practicable, but no later than 24 hours, after the request or demand is made.</p> <p>Note: Contractors must comply with the <i>Competition and Consumer Act 2010</i>.</p> | <p>Section 16 (4)</p> <p>Section 9(2)</p> |
| Reporting Secondary Boycotts | <p>Contractors must report any request or demand to engage in conduct that appears to be for the purposes of a secondary boycott to the ABCC as soon as practicable, but no later than 24 hours, after the relevant request or demand is made.</p>                                                                                                                                                                                                                                                                       | <p>Section 16 (4)</p>                     |

Action Plan for Unlawful Industrial Action:

1. Instruct employees to return to work.
2. Seek advice on and where available pursue orders in relation to section 417 or 418 of the Fair Work Act (2009).
3. Seek advice on and where available pursue the recovery of costs/damages arising from unlawful action.
4. Subject 2 and 3 above, INLink intends to take a strict approach to legal compliance, and has a preparedness to commence legal or enforcement proceedings where there has been unlawful industrial action. The appropriate forum and other parties that may be involved in such proceedings will of course depend on amongst other things, the time lines and nature of the unlawful action and its economic, time or other impact. INLink will liaise with the Client and any other principal contractor for any adjacent site not in INLink's direct control to the extent that their interests are affected.

## Appendix J – Fitness for Work Management Standard



# Fitness for Work Management

## Business Management System (BMS) Group Standard



## Document Version Control

*Note: Most recent change to this document are highlighted in grey.*

| Revision No. | Revision Date | Details of Revision                                                                                                                                                                                                                                                                                                                                | Approved By   |
|--------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| 14           | 23/04/2018    | Additional wording added to dot point in Section 8.7 and 8.10                                                                                                                                                                                                                                                                                      | Patrick Pearl |
| 13           | 28/03/2018    | Additional sentence added to Section 1.                                                                                                                                                                                                                                                                                                            | Patrick Pearl |
| 12           | 27/02/2018    | Amended sentence on Page 4 to include ' <b>and/or relevant State/Territory Acts as applicable,</b> '                                                                                                                                                                                                                                               | Patrick Pearl |
| 11           | 18/10/2017    | Amendments to content in Sections 1, 2, 7, 8, 8.1, 8.6, 8.7, 8.8.1, 8.8.3, 8.8.4, 8.10, 9, 15.1 and 15.2                                                                                                                                                                                                                                           | Patrick Pearl |
| 10           | 05/09/2017    | Amendment to content in Sections 8, 8.8.1, and 8.8.3                                                                                                                                                                                                                                                                                               | Patrick Pearl |
| 9            | 30/06/2017    | Minor amendments made to meet Building Code Requirements                                                                                                                                                                                                                                                                                           | Patrick Pearl |
| 8            | 25/11/2016    | Content expanded in Section 5.                                                                                                                                                                                                                                                                                                                     | Brian Olsen   |
| 7            | 25/08/2016    | Amendments to sections 5, 6, 8, 9, 13.3 and 17                                                                                                                                                                                                                                                                                                     | Brian Olsen   |
| 6            | 10/01/2015    | Amendments to the following sections:<br>Section 7 – Pre-employment Medical Assessment<br>Section 8 - Alcohol and Drug Testing Assessment<br>Section 10 - Fatigue and Stress Testing Assessment<br>Section 11 - Chain of Responsibility<br>Appendix B - Alcohol and Drug Screening Test Report<br>Appendix E – Medical Restriction Management Plan | Brian Olsen   |
| 5            | 21/12/2015    | Further development and inclusion of the preemployment medicals requirements, fatigue management, (chain of responsibility) and drug and alcohol testing requirements.                                                                                                                                                                             | Brian Olsen   |
| 4            | 26/03/2015    | Minor content amendments and formatting. Inclusion of Document Control Record table and changes to document permission.                                                                                                                                                                                                                            | Brian Olsen   |
| 3            | 09/07/2014    | Table edits for types of testing.<br>Edit to section 3.2 - Inclusion of link for Fitness for Work Assessment Form                                                                                                                                                                                                                                  | Wayne Longley |
| 2            | 13/08/2013    | Content amendment: Addition of section 7.3 Journey Management, to link the Journey Management Procedure and ensure the risk of fatigue on prolonged trips is managed.                                                                                                                                                                              | Wayne Longley |
| 1            | 25/07/2013    | Inclusion into the BMS                                                                                                                                                                                                                                                                                                                             | Wayne Longley |

# Fitness for Work Management Standard

Business Management System (BMS) Group Standard

Document No.: HEQ-STD-00981

## Table of Contents

|      |                                                                                   |                                  |
|------|-----------------------------------------------------------------------------------|----------------------------------|
| 1    | Purpose .....                                                                     | 4                                |
| 2    | Scope .....                                                                       | 4                                |
| 3    | Introduction .....                                                                | 5                                |
| 4    | Objectives .....                                                                  | 5                                |
| 5    | Fitness for Work Assessment .....                                                 | 5                                |
| 6    | Roles and Responsibilities .....                                                  | 6                                |
| 7    | Pre-Employment Medical Assessment .....                                           | 7                                |
| 7.1  | Requirements .....                                                                | 7                                |
| 7.2  | Who needs to attend a pre-employment medical? .....                               | 8                                |
| 7.3  | Frequency of Exposure/Works .....                                                 | 9                                |
| 7.4  | Full-time Employment or Engagement on the Project .....                           | 9                                |
| 7.5  | Part-time Employment on the Project .....                                         | 9                                |
| 7.6  | Occasional Employment or Visits on the Project .....                              | 10                               |
| 7.7  | Medical Validity Periods .....                                                    | 10                               |
| 7.8  | Medical Restrictions .....                                                        | 11                               |
| 7.9  | Pre-employment Medical (PEM) Officers .....                                       | 11                               |
| 8    | Alcohol and Drug Testing Assessment .....                                         | 11                               |
| 8.1  | Visitors, Vendors and Clients .....                                               | 13                               |
| 8.2  | Possession or Supply of Alcohol or Drugs .....                                    | 13 8.3                           |
|      | Refusal of Testing .....                                                          | 13 8.4 Internal                  |
|      | Drug and Alcohol Testing .....                                                    | 13 8.5 External Drug and         |
|      | Alcohol Testing .....                                                             | 14 8.6 Alcohol Testing Procedure |
|      | .....                                                                             | 15                               |
|      | 8.7 Drug Testing Procedure .....                                                  | 15                               |
| 8.8  | Types of Testing .....                                                            | 17 8.9 Annual                    |
|      | Testing Criteria .....                                                            | 20                               |
| 8.10 | Consequences of a Confirmed Non-negative Test .....                               | 20                               |
| 8.11 | Confidentiality .....                                                             | 20                               |
| 9    | Authorised BMD Functions .....                                                    | 21                               |
| 10   | Fatigue and Stress Testing and Assessment .....                                   | 21                               |
| 10.1 | Effects of Fatigue and Stress .....                                               | 21                               |
| 10.2 | Recognising the Signs of Fatigue and Stress .....                                 | 22                               |
| 10.3 | Journey Management .....                                                          | 23                               |
| 11   | Chain of Responsibility – Delivery / Heavy Haulage / Cartage Driver Fatigue ..... | 23                               |
| 12   | The ‘Switch On’ Warm-Up Program .....                                             | 23                               |
| 13   | Voluntary Disclosure .....                                                        | 24                               |
| 14   | Managing Employees Found Unfit for Work .....                                     | 24                               |