

Workplace Relations Management Plan

Project Details

Project Name: Barangaroo Cutaway

Project Number: 200290

Project Location: 1 Merriman St, Barangaroo NSW 2000

Client: Infrastructure NSW

Name of Managing Contractor: FDC Construction (NSW) PTY Limited

Company address: 22-24 Junction Street, Forest Lodge, NSW 2037

ABN: 72 608 609 427

Prepared
Signature

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Approved
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CONTENTS

1	PURPOSE AND OBJECTIVES	5
2	COMPLIANCE AND AUDIT	5
3	INDUSTRIAL RELATIONS POLICY	6
4	TRACK RECORD	7
4.1	ON TIME AND ON BUDGET	7
4.2	EFFICIENT AND PRODUCTIVE WORK PRACTICES	8
5	RESPONSIBILITIES AND AUTHORITIES	10
5.1.1	General Manager	10
5.1.2	HSEQ Manager	10
5.1.3	Senior Project Manager	10
5.1.4	Contracts Administrator	11
5.1.5	Site Manager	11
5.2	KEY PERSONNEL AND CONTACT DETAILS	12
5.3	PROJECT SCOPE OF WORKS	12
5.4	REPORTING TO CCU	12
6	RISK ASSESSMENT	13
6.1	PRIORITISING RISKS	14
6.2	HAZARD IDENTIFICATION	15
6.3	INDUSTRIAL RELATIONS RISK ASSESSMENT	15
7	SITE ESTABLISHMENT	19
7.1	SITE ESTABLISHMENT	19
7.2	SITE LAYOUT	19
7.3	SITE SECURITY	19
7.3.1	Security Arrangements	19
7.3.2	Perimeter Protection	19
7.4	ADDITIONAL SITE INFORMATION	20
7.4.1	Smoking	20
7.4.2	Drinking Water	20
7.4.3	Signage	20
7.4.4	Notices	20
7.4.5	Amenities	20
7.4.6	Accommodation and Transport	21
7.5	ADJACENT AREAS	21
7.6	SITE ATTENDANCE REGISTER	21
8	SUBCONTRACTOR MANAGEMENT	21
8.1	CONTRACTS	21
8.2	WORKPLACE ARRANGEMENTS	21
8.3	SUBCONTRACTOR PREQUALIFICATION AND PROCUREMENT	21

8.4	SUBCONTRACTOR GRIEVANCES	22
8.5	SUBCONTRACTOR INDUSTRIAL ACTION	23
8.6	SUBCONTRACT AGREEMENT	23
8.7	MEASUREMENT AND MANAGEMENT OF SUBCONTRACTOR PRODUCTIVITY AND EFFICIENCY	24
9	CONDITIONS OF EMPLOYMENT	25
10	RECRUITMENT OF DIRECT LABOUR	25
10.1	FDC EMPLOYEES	25
10.2	LABOUR HIRE	25
11	INDUCTION AND MOBILISATION	26
11.1	SITE SPECIFIC INDUCTIONS	26
11.2	SITE MOBILISATION	26
11.3	SITE LAYOUT	26
12	LABOUR PRODUCTIVITY	27
13	PERFORMANCE METRICS	28
13.1.1	Lead Indicators	28
13.1.2	Lag Indicators	28
13.1.3	Reporting	28
13.1.4	Project Specific Reporting for Labour Productivity (Inputs)	28
13.2	PROJECT	29
	SPECIFIC REPORTING FOR LABOUR PRODUCTIVITY (OUTPUTS)	29
13.2.1	Project Specific Actual Labour Productivity Data	29
13.2.2	Benchmark Labour Productivity Data	29
13.2.3	Benchmark vs Project Specific Labour Productivity Data	30
13.2.4	Effective and Productive Work Practices	30
14	FREEDOM OF ASSOCIATION	31
14.1	WHAT IS FREEDOM OF ASSOCIATION?	31
15	RIGHT OF ENTRY	33
16	GRIEVANCE MANAGEMENT	34
16.1	GRIEVANCES AND DISPUTES	34
17	MANAGEMENT OF UNLAWFUL INDUSTRIAL ACTION	36
18	AUDIT AND REVIEW	37

1 Purpose and Objectives

- a. The New South Wales Government wishes to encourage greater flexibility and productivity within the State's building and construction industry and to encourage maximum value for money on its spending on infrastructure projects. To that end, the New South Wales Government has introduced the *New South Wales Industrial Relations Guidelines: Building and Construction Procurement (the Guidelines)* updated September 2017.
- b. Section 6 of the Guidelines requires that for projects where the New South Wales Government contributes \$10 million or more (or where the Government contributes at least \$5 million and this represents at least 50 per cent of the project's value), any procurement process response (including expression of interest and tenders) must be accompanied by a Workplace Relations Management Plan (WRMP).

2 Compliance and Audit

- a. The Treasurer and Minister for Industrial Relations has overall responsibility for the implementation of the Guidelines, and the Construction Compliance Unit (CCU) in NSW Industrial Relations has been established to monitor Guideline compliance and to receive reports of any alleged breaches.
- b. The CCU will conduct both desktop and field audits and inspections as part of its compliance and assurance obligations. Where a respondent is required to submit a WRMP, the CCU's primary audit focus will be against the WRMP. Respondents should be cognisant of this when developing and implementing their WRMPs.

3 Industrial Relations Policy



Industrial Relations Policy

FDC has an excellent industrial relations record, primarily due to the access of managers to personnel and subcontractors as required. The company structure clearly defines avenues of communication available in order to avoid disputes and to reach prompt and satisfactory resolution of disputes.

The company's trade personnel are provided with Long Service Leave certificates in strict accordance with the (Building & Construction) Long Service Payments Corporation.

Our objectives are to:

- Comply with all applicable industrial laws, regulations, statutory obligations, awards, agreements and National and State codes of practice and guidelines;
- Work with all stakeholders to form productive relationships that allow effective and fair operational conditions;
- Behaving in a legal and ethical manner;
- Provide fair and reasonable management of industrial issues and expecting the same from all other interested parties;
- Deal with subcontractors and suppliers in the most cost effective and efficient way while maintaining a strong emphasis on Industrial Relations, safety, environment and quality management; and
- Provide a stable industrial relations climate that considers and respects the rights of all the stakeholders.

Our Industrial Relations practices are in accordance with:

- Building and Construction Industry (Improving Productivity) Act 2016;
- Code for the Tendering and Performance of Building Work 2016;
- New South Wales Industrial Relations Guidelines: Building and Construction Procurement;
- Fair Work Act 2009; and
- Fair Work Regulations 2009.

FDC recognise our employees' entitlement to representation in accordance with awards and agreements as well as their rights to freedom of association.

FDC shall monitor the industrial relations performance and activities of its subcontractors and suppliers and maintain effective communications, whilst recognising their right to have their own industrial relations policies and arrangements

Project Managers have responsibility for industrial relations management on their projects.



Bentley Cottle
Managing Director

4 Track Record

4.1 On time and on budget

- a. FDC prides itself on its track record for on time and on budget projects. We have a huge amount of experience operating in live, sensitive and occupied environments and we have successfully delivered numerous projects all over Australia for a range of high profile and institutional clients. We trust our relevant portfolio and attitude will be recognised.
- b. We have provided this project with a tried and proven team of professionals with strength in the challenges of this site and that will always be aware of the needs of the stakeholders and management team. It is imperative to our service standards that our involvement be transparent, close and honest.
- c. FDC has not encountered any industrial action across any of its operations that has resulting in any lost time on any project to date.
- d. Where a significant delay or a significant cost overrun has been occasioned, we have identified the reason(s) for the incident.

4.2 Efficient and Productive Work Practices

- a. Productivity is an average measure of the efficiency of production. It can be expressed as the ratio of output to inputs used in the production process, i.e. output per unit of input. When all outputs and inputs are included in the productivity measure it is called total productivity. Outputs and inputs are defined in the total productivity measure as their economic values.
- b. FDC collect data for all completed projects. The data for the last 3 years is attached and includes the number of hours worked by employees and contractors on-site. FDC relies on this data to establish that its history demonstrates a commitment to efficiency and productivity.
- c. For the building and construction industry, the inputs that FDC will be measuring are the number of hours worked by FDC employees and subcontractors, and the output to be measured is the project value *either* on a 'to-date' basis as explained below, or upon project completion basis.
- d. FDC will measure its labour productivity, for this project, based on number of employee (and contractors) employed / engaged 'on the tools' for work specifically covered by the scope of the tender and the number of hours worked by these employees (and contractors).
- e. The output factors that we will measure is the value of the tender on a 'to-date' and total project basis. This data may be adjusted for timelines of the performance compared with the Tender requirements. The ratio itself can be expressed as:

$$\frac{\text{Project value (to date or completion)}}{\text{Total FDC and contractor hours worked}}$$

- f. FDC notes that the latest available data from the ABS shows that multifactor productivity for the construction industry fell by 3.6% for the 2019-2020 financial year. (<https://www.abs.gov.au/statistics/industry/industry-overview/estimates-industry-multifactor-productivity/latest-release>)
- g. FDC believes that the two main drivers of increasing labour productivity, and hence efficiency are task programming which is managed and aligned with our weekly communications with employees and contractors, as well as our ability to operate on sites regardless of RDOs and shut down weekends.
- h. FDC maintains control onsite and drives its productivity improvements through communication with contractors and stakeholders. The creation of a contractor register is the first step in the identification of key people required to influence the project remaining on time and on track.
- i. FDC conducts a Subcontractor meeting every week. This meeting looks closely at site milestones and coordination, identifying any work practices that have the likelihood of delaying any other trades and working to find strategies to mitigate risks and if possible, find efficiencies and accelerate programs.
- j. These meetings are minuted and distributed to all stakeholders to ensure clear communication, and a record of productivity is kept. These meetings are for the purposes of identifying potential short-term impediments to the timely completion of milestones as well as preparing short-term plans to obviate any risks that are identified.
- k. The FDC Site Manager creates work progress programs to ensure trades are on track, with these programs used to effectively manage the main contract program of works, hence ensuring timeliness of delivery.

- l. The Site Manager uses the Site Diary and daily sign in register to record numbers of all trades onto site and compare that back to the program of works and in the subcontractor meetings to ensure adequate labour is onsite to keep on track and on time. Where a perceived lack of labour is identified, the subcontractor engaged is contacted and a meeting is set to specifically identify the works schedule and manpower required. It is these tools, the Site Diary and the comparison with expected labour flows that will be used to calculate both the number of people on site and the number of hours worked.
- m. FDC minimises the impact of industrial action, by facilitating onsite communications also between the site-based teams and management. The procedure involves the use of mandatory daily pre-start meetings on all sites, toolbox meetings and safety walks. This arrangement ensures that all workers and senior management are informed and connected to the daily site activities. This also assists in minimising any potential safety issues that may evolve to create industrial issues on the project (and increasing productivity).
- n. In our process of achieving labour productivity and value for money objectives, subcontractors are made aware that all FDC sites are open on RDO's and shut down weekends for those willing to work. At FDC we pride ourselves on being able to deliver our jobs on time and on budget and this is demonstrated to our subcontractors. This increased utilisation of our capital investment in plant and equipment is a significant driver of increased output, hence an increase in unit labour productivity.
- o. FDC project teams are required to provide a verbal and written report to senior management in the event of any industrial activity onsite, and a monthly management meeting report is prepared by the HSEQ Manager to keep the General Manager and Senior Management team in touch with the industrial climate in NSW.
- p. FDC's method of achieving increased labour productivity includes labour efficiencies and output that are verifiable through the processes and data detailed.
- q. FDC shall ensure that any contravention by subcontractors to any of the above requirements is to be dealt with immediately through a documented verbal and/or written warning by the subcontractor.
- r. In the event that a subcontractor refuses or neglects to rectify a contravention of any of the above requirements, FDC shall exercise the right to take immediate steps to correct the contravention, and if the breach relates to the Guidelines, report the matter to the CCU. FDC undertakes other programs to initiate a positive work culture. These include site awards that are given for safe work, clean contractors, subcontractor driven site initiatives, reporting of concerns and other areas where individuals or trades onsite have contributed to the site's success. FDC will have site BBQs and often give out rewards such as gift cards to reward trades and encourage these practices onsite.
- s. In addition, FDC has found that clean sites with great amenities for trades influence the time spent onsite and the satisfaction level of all workers, as happy and comfortable workers are productive and take care of their surroundings. As such, FDC ensures that the best possible standards are maintained.
- t. FDC has been undertaking construction projects in NSW for over 30 years and has a history of completing projects on time, and without any industrial impact.

5 Responsibilities and Authorities

5.1.1 General Manager

The General Manager is responsible for:

- a. Reporting any alleged or suspected breaches of the Fair Work Act 2009 (Cth) provisions of the Guidelines to the CCU within 24 hours.
- b. Reporting any alleged breaches, voluntary remedial action taken or other Code-related matters to the CCU within 24 hours.
- c. Inform the client agency and CCU of any threatened or actual industrial action.
- d. Allocating enough resources to ensure that this Workplace Relations Management Plan can be implemented.
- e. Monitoring Workplace Relations Management Plan compliance on projects.
- f. Resolving issues with staff, subcontractors.
- g. Coordinating the audit program with the HSEQ Manager.

5.1.2 HSEQ Manager

The HSEQ Manager is responsible for:

- a. Scheduling project audits.
- b. Managing compliance with ISO9001, AS4801 and ISO14001.

5.1.3 Senior Project Manager

The Project Manager is responsible for:

- a. Preparing, managing the implementation of and reviewing the Project Management Plan and Workplace Relation Management Plan.
- b. Preparing various management plans are required by the contract or DA
- c. Workplace Relations on the project.
- d. Verifying that subcontractors are compliant with workplace requirements.
- e. All reports required under the Guidelines must be made to the CCU within 24 hours.
- f. Monitoring site compliance with the Workplace Relations Management Plan.
- g. Resolving issues with staff and subcontractors.
- h. Identifying the training needs of project staff.
- i. Identifying contractual requirements.
- j. Obtaining the Occupation Certificate / Certificate of Final Inspection.
- k. Developing the Project Completion Checklist.
- l. Establishing the Document Control system for the project.
- m. Ensure defects are progressively identified and managed during construction and closed out prior to project handover.
- n. Developing and managing ITPs.
- o. Managing site establishment.
- p. Sample approval.
- q. Holding various project and site meetings.
- r. Organising Dilapidation reports.
- s. Managing RFIs.
- t. Issuing site instructions as required.
- u. Approving EOTs and NOD.
- v. Approving subcontractor claims.
- w. Identifying variations against the head contract.
- x. Issuing Non-Conformance Reports
- y. Raising Purchase Orders
- z. Identifying calibration requirements.

- aa. Managing the Practical Completion process.
- bb. Claiming bank guarantees/cash retentions from the client upon completion.
- cc. Granting site access to union officials.
- dd. Assessing subcontractor/consultant/suppliers' compliance with the National Code for Construction Industry.
- ee. Reporting any alleged or suspected breaches of the freedom of association provisions of the Code or *Fair Work Act 2009 (Cth)*.
- ff. Notified the Construction Manager of any alleged breaches, voluntary remedial action taken or other Code-related matters immediately of becoming aware of the alleged breach.
- gg. Reporting any threatened or actual industrial action to the General Manager.

5.1.4 Contracts Administrator

The Contracts Administrator is responsible for:

- a. Managing RFIs.
- b. Back charging subcontractors as required.
- c. Registering site instructions.
- d. Issuing site instructions as required.
- e. Recording EOTs.
- f. Actioning subcontractor claims.
- g. Managing the Variation and EOT registers.
- h. Raising Purchase Orders.
- i. Reconciling invoices.
- j. Rectifying defects identified during the defect's liability process.
- k. Reporting any threatened or actual industrial action to the Project Manager.

5.1.5 Site Manager

The Site Manager is responsible for:

- a. Subcontractor management.
- b. Site establishment.
- c. Completing the Site Diary daily.
- d. Assisting the Project Manager to ensure that all defects are progressively identified and managed during construction and closed out prior to project handover.
- e. Carrying out inspections and completing ITPs.
- f. Recording the location on concrete pours.
- g. Managing company assets on site.
- h. Managing RFIs.
- i. Issuing Site Instructions as required.
- j. Back charging subcontractors as required.
- k. Recording EOTs.
- l. Issuing Non-Conformance Reports.
- m. Recording site incidents.
- n. Raising Purchase Orders.
- o. Receiving goods/materials on site.
- p. Storage of materials on site.
- q. Identifying, recording closing off defects.
- r. Reporting any threatened or actual industrial action to the Project Manager.
- s. Placing "Freedom of Association" and "Right of Entry" posters on Notice Board.

5.2 Key Personnel and Contact Details

Position/Title	Name	Contact Details
Senior Project Manager	Peter Colak	0408 314 316
Project Manager	Hilton Palmer	0450 101 572
General Manager	Ben Dircks	0405 276 223
HSEQ Manager	Taylor Bertram	0498 143 333
Site Manager	Luke Trochei	0447 991 251

5.3 Project Scope of Works

- Primary Use Areas inclusive of the Main Entry, Entry Foyer, Event Hall, Gallery & Exhibition Space, Education Space, Waranara Terrace, and associated amenities.
- Back of House Areas inclusive of a Security Control Centre, Loading Dock, Offices, Green Rooms, Event Kitchen, Storage Spaces.
- Service and Amenity areas inclusive of a Café and Retail/merchandising space.
- Management Offices including Precinct Management Office, Cutaway Management Office and Facilities Management Office.
- New services including upgrades, connection to and augmentation of existing services.
- New skylight structure on the existing sandstone wall (the skylight support will impact on the top of the rock shelf and the adjacent existing concrete upstand, which will require additional structural strengthening to support the new enclosure).
- Bespoke timber elements of the fitout

5.4 Reporting to CCU

- a. FDC must report any grievance or dispute relating to workplace relations or WHS matters that may impact on project costs, related contracts or timelines to the Construction Compliance Unit (or nominee) and the client within 24 hours of it becoming aware of the grievance or dispute. FDC must provide regular updates to the Construction Compliance Unit (or nominee) and the client about the steps being taken to resolve such grievances or disputes.
- b. FDC must implement procedures to enable such reporting to occur at the earliest opportunity. All lost time information because of lawful and unlawful industrial conduct must be accurately recorded and provided to the Construction Compliance Unit and client agency on a timely basis.

6 Risk Assessment

- a. Risk Assessments are to be undertaken by persons competent in the FDC Risk Assessment methodology.
- b. The Project Manager and/or Site Manager shall ensure that site safety risks and industrial relations risks are assessed prior to commencement of work on site.
- c. The assessment will include:
 - i. Purchased goods and services, plant and equipment (supply, inspection, maintenance, commissioning, isolation).
 - ii. Labour hire arrangements.
 - iii. The nature of the hazard with regards to health and safety.
 - iv. Practical means to control the hazards.
 - v. Whether medical advice is necessary.
 - vi. Consultation with relevant site personnel on risks and hazard controls.
 - vii. Safety induction and training required for workers.
 - viii. Degree of onsite supervision to be provided.
 - ix. Requirements of Legislation, Australian Standards & Codes of Practice.
- d. Hazards shall be assessed having regard to:
 - i. The likelihood and consequence of injury, illness or incident occurring.
 - ii. Available information on the hazard including any records of incidents, illness and disease.
 - iii. The potential for emergency situations.
- e. Control measures shall be determined in accordance with the “hierarchy of controls”.
 - i. **ELIMINATION** → can the risk or hazard be eliminated?
 - ii. **SUBSTITUTION** → can the risk or hazard be replaced with a less hazardous method, material or system?
 - iii. **ISOLATION** → can the hazard or risk be distanced from persons or can it be enclosed to prevent entry/access?
 - iv. **ENGINEERING CONTROLS** → can the hazard or risk be guarded or made safe by engineering methods?
 - v. **ADMINISTRATIVE CONTROLS** → can training, increased supervision, rotation or signage assist?
 - vi. **PERSONAL PROTECTIVE EQUIPMENT** → can PPE protect the worker from the hazard or risk?
- f. The control measure chosen shall be the highest possible viable control measure under the “hierarchy of controls” for that hazard.
- g. Risks with higher rating (i.e. 1 = highest rating) to be given priority over lower rating risks.
- h. Risk assessments shall be forwarded to the Site Manager and to all subcontractors so they can prepare their respective Safe Work Method Statements (SWMS) accordingly.
- i. Personnel working on the site shall be advised of the risks via toolbox meetings, site induction or by training in revised SWMS.
- j. The Project Manager and Site Manager shall periodically review risk assessments during the project. The effectiveness of the Site Risk Assessment shall be monitored and be updated as and when risks are identified.
- k. Where required the Site Risk Assessment shall be updated and reissued by the Site Manager.

6.1 Prioritising Risks

a. All risks for an activity or task shall be risk rated using the risk matrix below:

RISK RATING						
		LIKELIHOOD				
		A	B	C	D	E
CONSEQUENCE		Almost Certain	Very Likely	Possible	Unlikely	Rare
1	Severe	CAT-1	H-2	H-3	HM-4	HM-5
2	Major	H-6	H-7	HM-8	HM-9	HM-10
3	Moderate	H-11	M-12	M-13	L-14	L-15
4	Minor	M-16	M-17	L-18	L-19	L-20
5	Low	M-21	L-22	L-23	L-24	L-25

b. The following table identifies the action to be taken based on the residual risk:

RISK ACCEPTANCE		
Description	Risk Rating	Acceptable Risk Controls
CATASTROPHIC	CAT-1	Tasks scoring CAT-1 shall not proceed. Alternative construction methods and safe systems of work shall be developed to lower the Risk Rating so far as reasonably practicable.
HIGH	H-2 H-3 H-6 H-7 H-11	SWMS shall be co-reviewed by the Site Manager after the SWMS Checklist has been completed as specified in the Project management Plan. Additional monitoring shall be conducted by persons nominated in the Additional Monitoring for "HIGH" Risk Rating column. Additional monitoring may include Task Observation, Pre-Start/Toolbox meeting, internal audit, internal/external inspection, Peer Review etc. The Project Manager shall be responsible for conducting, or delegating, additional monitoring activities.
HIGH MODERATE	HM-4 HM-5 HM-8 HM-9 HM-10	Implement system requirements and monitor effectiveness of controls to manage potential hazard.
MODERATE	M-12 M-13 M-16 M-17 M-21	Implement system requirements and monitor effectiveness of controls to manage potential hazard.
LOW	L-14 L-15 L-18 L-19 L-20 L-22 L-23 L-24 L-25	Implement system requirements and monitor effectiveness of controls to manage potential hazard.

6.2 Hazard Identification

- a. Any hazards reported by site personnel shall be reported to the Site Manager who shall take the appropriate action. Where the risk remains present the Site Risk Assessment shall be updated.

6.3 Industrial Relations Risk Assessment

Issue	Consequence	Likelihood	Risk Rating	Comment	Control Measures
Asbestos	Major (2)	Very Likely (B)	H-7	Whenever asbestos is uncovered on the project it has the potential to cause a lost time until the situation is rectified.	Asbestos issues will be handled according to the FDC Project Management Plan. A licenced contractor will be used to identify and remove asbestos. FDC has a clear unexpected finds procedure and will communicate this to contractors so that anything found can be controlled as quickly as possible. Hazardous substances inspections are carried out on all projects where asbestos may be present.
Parking	Minor (4)	Unlikely (D)	L-19	The location of the works and the movement of the materials may impact on those surrounding the project and on the contractor's ability to attend site and take deliveries.	A Traffic Management Plan will be developed and communicated to all contractors, so they are aware of any restrictions and areas for delivery.
Safety	Major (2)	Possible (C)	HM-8	Safety issues can impact on Project IR with a high correlation between actual safety incidents and lost time.	A Site Project Management Plan will be developed along with a Site Risk Assessment and Emergency Management Plan. These are specific to site and consider all risks that can be identified. Site safety inspections are carried out daily and weekly and all contractors onsite are communicated with so that when a safety issue arises, the information can be communicated effectively, and risks controlled.
IR Environment	Moderate (3)	Possible (C)	M-13	IR Environment in local area - Union presence on past projects in surrounding areas have been minimal and there has been no	Ensuring that using local businesses is important to the community. Our previous project in surrounding areas have

				disruption as a result of their presence on site.	been completed smoothly without any IR issues, maintaining high levels of compliance of contractors and suppliers.
DA Conditions	Minor (4)	Unlikely (D)	L-19	Hours of work are dictated by the DA conditions, and this must be considered with night works, early starts and weekends.	Potential issues if strict DA conditions impede on hours of work or potential overtime for workers. Making sure all workers are aware of DA conditions and hours of work from the very beginning.
Enterprise Bargaining Agreements (EBAs)	Minor (4)	Unlikely (D)	L-19	Enterprise bargaining between employers and unions (or employees) or expectations by unions that all employees have enterprise agreements with a union can result in industrial action. Protracted action by unions during bargaining for certified agreements under the Fair Work Act (Cth) 2009 may present a risk.	Where industrial issues or potential disputes arise between individual employers, employees and or unions regarding enterprise agreements, such matters will again be resolved on a case-by-case basis with FDC management playing an active role in encouraging resolution via conciliation and no stoppages of work from industrial action.
RDO Calendar	Low Significance (5)	Unlikely (D)	L-24	Included as part of EBA.	Included into the program to ensure RDOs are accounted for, sites to remain open.
Change in Federal Government	Low Significance (5)	Unlikely (D)	L-24	A change in government could precipitate a change in federal industrial relations.	FDC will comply with all current legislation and modify to suit any changes to that.
Wage Disparity	Minor (4)	Unlikely (D)	L-19	Workers on the project can be paid different rates of pay although they are essentially doing the same work, this often leads to wage claims.	Identify the employer and alleged non-payment claimant of wages Hold a meeting between the delegate and/or organiser, claimant and company where practicable. Assess the cost of the claim and possible impact across the Project Lodge the claim in the appropriate jurisdiction, when interpretations differ.
IR Compliance	Minor (4)	Unlikely (D)	L-19	A risk on construction projects is the issue of real or perceived non-compliance of employers with industrial framework/standards by unions. This non-compliance often results in claims being made against the construction contractor.	Report industrial action to Construction Project Director. Investigate and determine best action. Hold discussions with parties affected. Follow dispute settlement procedure.

					Lodge dispute notification in appropriate jurisdiction, when procedures are not followed.
Industry Issues	Minor (4)	Unlikely (D)	L-19	Union campaigns over issues can impact upon IR and must be considered e.g. industrial manslaughter, workplace relation laws.	Monitor the industry and what is occurring, keep lines of communication open with subcontractors regarding industry actions.
Wage Claims	Moderate (3)	Unlikely (D)	L-14	Unions have often pursued common terms and conditions for workers on a project. This often leads to a claim for wage increases by unions on behalf of the workforce that invariably results in industrial action.	Report industrial action to Construction Project Director. Investigate and determine best action. Hold discussions with parties affected. Follow dispute settlement procedure. Lodge dispute notification in appropriate jurisdiction, when procedures are not followed.
Inclement Weather	Moderate (3)	Very Likely (B)	M-12	The role of weather and not following the correct procedure can lead to lost time during the project.	Weather cannot be controlled but FDC have processes in place to control the impact on site.
Unauthorised site access / Right of Entry	Moderate (3)	Very Likely (B)	M-12	The risk of unauthorised access into site from an employee or official of an industrial association other than in strict compliance with the procedures governing entry of such representatives under the Fair Work Act 2009.	Site staff to be familiarised with Right of Entry requirements under the Fair Work Act 2009 and if there is a breach of the Act the CCU are notified within 24hrs.
Freedom of Association	Moderate (3)	Unlikely (D)	L-14	The risk of site staff being coerced into joining industrial associations and people being discriminated against or victimised on the grounds of membership or non-membership of an industrial association.	Construction sites to promote freedom of association through various avenues such as toolbox talks, site inductions and Freedom of Association material being displayed on site notice boards.
Unlawful Industrial Action	Moderate (3)	Unlikely (D)	L-14	The risk of any grievances or disputes on site leading to industrial action.	Report industrial action to General Manager. Investigate and determine best action. Hold discussions with parties affected. Follow dispute settlement procedure. Any report of a threatened or actual action that may impact the project, project costs, related contracts or timelines will be reported immediately to the CCU.

Industrial relations issues	Proposed industrial relations controls
Actual and desired level of worker productivity	<ul style="list-style-type: none"> • Workplace location and availability of transport and parking. • Reorganise workplace. • Analyse work practices. • Introduce technology – accompanied by training. • Provide training and development. • Greater involvement in decision making.
Actual and desired level of worker skill (e.g. technical knowledge)	<ul style="list-style-type: none"> • Provide training and development opportunities, including entry level training. • Provide incentives to employees to gain skills (e.g. bonuses, opportunities for career advancement). • Encourage teamwork.
Actual and desired level of training and development available to employees	<ul style="list-style-type: none"> • Allocate a resource to training organisation. • Budget allocates funds for training and development. • Support by management for training. • Provide incentives to employees to access training (e.g. time spent training is paid for, bonuses).
Actual and desired level of conflict, such as absenteeism, strikes and turnover	<ul style="list-style-type: none"> • Increase the level of communication between employers and employees. • Formal grievance procedures. • Job enhancement programs. • Multiskilling, job-rotation programs.
Actual and desired level of opportunities available to employees in the areas of career progression	<ul style="list-style-type: none"> • Yearly performance reviews. • Access to training and development (e.g. supervisory skills). • Training linked to job requirements and career paths. • Clear progression lines (e.g. through an organisational chart).
Actual and desired level of flexible work arrangements	<ul style="list-style-type: none"> • Employment of part-time, casual employees to assist in providing greater flexibility. • Flexible rostering arrangements. • Flexible start and finish times. • Flexible arrangements to cater for individual needs (e.g. family, study commitments). • Providing non-monetary compensation options for work outside ordinary working hours (e.g. time off in lieu).

7 Site Establishment

7.1 Site Establishment

- a. The Project Manager and Site Manager shall ensure that the site is established in accordance with WHS legislation and Codes of Practice prior to commencement of work. The Site Establishment Checklist shall be used/completed.
- b. The Project Manager and/or Site Manager shall complete an FDC Site Risk Assessment
- c. A copy of the Site Risk Assessment shall be forwarded to subcontractors prior to their starting on site.
- d. A notice of Intention to Commence Construction Work shall be completed and forwarded to SafeWork NSW prior to commencement of demolition work (where applicable).

7.2 Site Layout

- a. The site layout is to be included in the site-specific induction handout, and may also be displayed on site notice board(s), in the first aid facility and contained in the site-specific Emergency Response Plan
- b. A copy of the site layout plan clearly identifying the location of the following is to be included in the site-specific induction:
 - i. Site office.
 - ii. Amenities – lunchrooms, change rooms, toilets etc.
 - iii. First Aid Facility.
 - iv. Access and egress points.
 - v. Evacuation assembly area.
 - vi. Location of any overhead power cables.
 - vii. Environmental sensitive areas.
 - viii. Environmental Controls, i.e. location of spill kit, wash out drums, cattle grids.
 - ix. Construction Zones.
 - x. Hoist.
 - xi. Fire Extinguishers.
 - xii. Site Parking.
- c. The site layout will consider efficiencies that can be gained by well thought out site establishment including worker entry, workface entry and amenity's location etc.

7.3 Site Security

7.3.1 Security Arrangements

- a. The Site Team will continually review the requirements for site security and implement appropriate security measures for the site during normal site hours and for outside of the site hours.

7.3.2 Perimeter Protection

- a. Perimeter protection to the site shall be installed in accordance with legislative requirements. The perimeter fencing and any incorporated overhead protective structure will be inspected at least monthly or more frequently if required by legislation by local council, if damage has occurred or as a result of a risk assessment which indicates additional inspections are required.
- b. Details of all inspections of the perimeter protection are to be recorded using the Hoarding Inspection Checklist.
- c. An Engineer's Certificate is required for all overhead protection and is to be kept on site for the duration of the project and should be made available on request by any concerned party.

7.4 Additional Site Information

7.4.1 Smoking

- a. All site offices, lunch, change rooms and ablution blocks are to be non-smoking areas.
- b. Other parts of the site may be deemed as non-smoking areas due to the nature of the work being carried out or as determined by the FDC site management.

7.4.2 Drinking Water

- a. Drinking water is available in the amenities area and other locations throughout the site.

7.4.3 Signage

7.4.3.1 General

- a. Signage will be displayed as required by legislation and for any work activity where signage is noted in safe work method statement and/or as directed by FDC.

7.4.3.2 Mandatory Signage

- a. The following must be displayed at the entry point to the site:
 - i. Name and contact telephone number for after hour and emergency purpose
 - ii. Signage advising that all personnel must attend the site-specific safety Induction prior to commencing works on site.
 - iii. Signage indicating what personal protective equipment and/or clothing is mandatory on site.
 - iv. Signage advising that all electrical equipment is to be in good condition and have a current inspection tag attached.
 - v. Where a post-tensioning system is in use signage is to be displayed with the local contact number of the Company installing the post-tensioning system.

7.4.3.3 General Signage

- a. The following signage is to be displayed where necessary:
 - i. Access/Exit signage.
 - ii. Formwork stripping in progress.
 - iii. Scaffold incomplete does not use.
 - iv. Lasers in use.
 - v. Explosive power tools in use.
 - vi. Nailing tool in use.

7.4.4 Notices

- a. The following must be displayed in prominent locations on site e.g. site notice boards, lunchrooms, induction area.
 - i. FDC Policies
 - ii. Emergency Action Plan Summary
 - iii. Consultation Statement Safety Alerts
 - iv. Summary of Workplace Return to Work Procedures
 - v. The SafeWork "If you get injured at work" poster
 - vi. Workers Compensation poster
 - vii. Workers Compensation Act Summary

7.4.5 Amenities

- a. Site amenities are to be kept clean and tidy. The Amenities Checklist may be used to record periodic inspections (at least monthly) of the amenities provided on site if not undertaken as part of an inspection carried out by the WHS Consultative process on the site.

- b. Safe and clear access will be maintained to the amenities and where required overhead or protection from the rain may be put in place. Access to amenities for employees and contractors for this site are such that there should be very little productive time lost for employees accessing these amenities.

7.4.6 Accommodation and Transport

- a. Subcontractors will largely be obtained from the local community and workforce where possible, where this is not possible information will be provided about local accommodation and transport so that arrangements for safe work can be made.
- b. The site and area are well served by public carparks and public transport, including rail and bus access. FDC expects that transport (commuting and driving) as well as parking issues will not have any impact on the efficient utilisation of labour.

7.5 Adjacent Areas

- a. The Project Manager shall determine the risk to and from persons/property in adjacent areas. Refer Site Risk Assessment.
- b. Suitable controls shall be put in place to prevent potential accidents or injuries e.g. Gantry over footpaths to prevent falling objects.

7.6 Site Attendance Register

- a. The Site Manager shall ensure that all workers and visitors on site record their attendance and departure in the Site Sign in Register.

8 Subcontractor Management

8.1 Contracts

- a. Subcontract terms shall have terms like that in FDC's head contract with an appropriate distribution of risk. Reporting obligations relating to industrial relations issues are also incorporated into the subcontract general conditions whereby the subcontractor is obliged to immediately report industrial relations issues and grievances.
- b. Section 5.3 of the Guidelines states that Parties are prohibited from requiring or attempting to unduly influence another party to have workplace arrangements in place. This includes, but is not limited to, the imposition, or attempted imposition, of a requirement for a contractor to apply project-specific wages and conditions. It is the responsibility of a contractor to negotiate with its employees the form and content of their workplace arrangements free of any coercion or undue influence.

8.2 Workplace Arrangements

- a. Subcontractors have a responsibility to negotiate with their employees to form the content of their workplace arrangements, free from any coercion or undue influence. FDC does not impose project specific wages and conditions on contractors.

8.3 Subcontractor prequalification and procurement

- a. Subcontractors may not commence work on site unless they have provided FDC with:
 - i. Management Plans for asbestos and demolition activities addressing their scope of works Site specific Safe Work Method Statements (SWMS) addressing their scope of works that meet the requirements of the SWMS Checklist.
 - ii. Evidence that their workers have been trained in the applicable SWMS.
 - iii. Evidence that their workers have undertaken industry general induction training.

- iv. Details of any hazardous substances they are bringing on site and the relevant Safety Data Sheets.
 - v. A Site Risk Assessment for each item of mobile plant brought onto site, copies of the most current service records, up to date Logbooks and a completed Plant Compliance Certificate for each item of plant brought onto site.
 - vi. Details and copies of any competencies required to perform tasks or operate plant and equipment.
 - vii. An Electrical Test & Tag Register for any electrical equipment brought on to site.
 - viii. Evidence of current Workers Compensation, Public Liability and Contract Insurance.
- b. The Subcontractors Pre-Start Checklist shall be completed by the Contracts Administrator prior to subcontractors starting on site.
- c. FDC will select independent contractors and consultants, and allocate subsequent trade packages by considering factors including (but not limited to):
- i. Project delivery method (i.e. design and construct lump sum).
 - ii. Past performance.
 - iii. Ability to perform project objectives (allocation of resources).
 - iv. Ability to demonstrate compliance with the Code and the Guidelines including dispute resolution processes, and ability to adequately manage their administrative obligations.
 - v. Level of technical capability.
 - vi. Value for money.
- d. All subcontractors must attend FDC's site induction and sign in/out of the Site Sign in Register.
- e. Details of subcontractor insurances and workers compensation shall be recorded by the Site Manager in the Subcontractor Insurance Register. The Site Manager shall ensure that subcontractor insurances are kept up to date.
- f. FDC selects their subcontractors on the basis that the subcontractor has the skills, capacity and resources to comply with legislative requirements, employee obligations and the WRMP.
- g. FDC's subcontractor selection process also looks at the subcontractor's prior track record on other work sites of similar a size and nature and their capability to carry out the contract works to a high standard in a safe, harmonious and timely manner.
- h. FDC monitors its subcontractors throughout the entire project ensuring they fulfil their contractual requirements. One of the ways in which we do this is through our Monthly WHS Report which documents labour productivity, site injuries, site numbers, hours worked. Our Monthly Construction Meeting is another way we monitor our subcontractor's performance by looking at whether we are on target to complete the job on time and within budget and it is used as an open forum to discuss which subcontractors are performing and those who are not which will aid our company in future selection of subcontractors for upcoming jobs.
- i. Refer to Appendices 1 Procedure 7.4 - 001 Procurement.
- j. The scope of works written into the subcontractor's contract references the relevant information which will assist our subcontractors in the application of, and compliance of the guidelines.

8.4 Subcontractor Grievances

(Refer to Section 8 of the Guidelines)

- a. All parties are required to make every effort to resolve grievances or disputes at the enterprise level via the dispute's procedure outlined in the relevant industrial agreement (e.g. EBA etc.)
- b. Each Subcontractor must also comply with their industrial agreement's disputes procedure.
- c. In the event of an industrial dispute:

- i. The Project Manager and the General Manager must be notified of any threatened or actual industrial action by FDC employees or by employees of subcontractors and kept updated on the status.
- ii. The Project Manager and the General Manager must be notified of any of any threatened or actual safety industrial action by our FDC employees or by employees of subcontractors and kept updated on the status.
- iii. The Project Manager and the General Manager must ensure that the client is notified of any threatened or actual industrial action by our FDC employees or by employees of subcontractors.
- iv. The project's industrial agreement's (e.g. EBA etc.) Disputes Procedure must be followed in a timely manner.
- v. Unless notified in advance, and in writing, employees must ensure that FDC does not authorise or agree to action that would otherwise be industrial action. To the extent practicable ensure that subcontractors do not do so either.
- vi. FDC will report any grievance or dispute relating to workplace relations or WHS matters that may impact on project costs, related contracts or timelines to the Construction Compliance Unit (or nominee) and the client within 24 hours of it becoming aware of the grievance or dispute (refer to section 8 of the guidelines). FDC will provide regular updates to the Construction Compliance Unit (or nominee) and the client about the steps being taken to resolve such grievances or disputes.
- vii. FDC will take all steps reasonably available to prevent or end unprotected industrial action occurring on, or affecting, the project, including by pursuing legal action where possible. FDC will use their best endeavours to pursue legal remedies to protect their rights and obligations under the Guidelines.

8.5 Subcontractor Industrial Action

(Refer to Section 8 of the Implementation Guidelines for Procurement)

- a. Subcontractors and FDC will take all reasonable steps to resolve industrial action which adversely affects, or has the potential to adversely affect, the delivery of a project or other related contracts on time and within budget.
- b. FDC will report any threatened or actual industrial action that may impact the project, project costs, related contracts or timelines to the Construction Compliance Unit (or nominee) and the client agency within 24 hours of the threatened or actual industrial action.
- c. FDC will provide regular updates to the Construction Compliance Unit (or nominee) and the client agency about the steps being taken to resolve the threatened or actual industrial action.
- d. FDC will take all steps reasonably available to them to prevent or end unprotected industrial action occurring on, or affecting, the project, including by pursuing legal action where possible.
- e. FDC will be required to use their best endeavours to pursue legal remedies to protect their rights and obligations under the Guidelines.

8.6 Subcontract Agreement

- a. The GC21 Subcontract has been prepared for use with the GC21 (Edition 1) General Conditions of Contract ("GC21"). It reflects the principles of GC21 and many of its provisions.
- b. It reflects many of the initiatives outlined in the NSW Government White Paper Construct New South Wales, especially those dealing with business practices, security of payment, and management and workforce development. Both GC21 and the GC21 Subcontract are designed to put into practice the vision in Construct New South Wales of a construction industry which embraces co-operative contracting, and is seamlessly client-focussed, efficient, innovative, and environmentally responsible.

- c. The GC21 Subcontract extends the GC21 framework down the contract chain when the head contract uses GC21. Section 16 states –

Industrial Relations Management

The Subcontractor must manage industrial relations at the enterprise level, and to integrate industrial relations management activities into subcontract planning and management, subject to the Contractor's overall control of industrial relations management on the Site.

1. The Subcontractor must manage all aspects of industrial relations in connection with its Sub-subcontractors, Suppliers and Consultants, and keep the Contractor informed of industrial relations issues which affect or are likely to affect the carrying out of the Subcontract Works.
2. The Subcontractor must systematically manage its industrial relations management processes in accordance with any strategies, plans, standards and codes specified in the Subcontract.
3. The Subcontractor must demonstrate to the Principal, whenever requested, that it has met and is meeting at all times its obligations under clauses 16.1 to 16.2.

8.7 Measurement and Management of Subcontractor Productivity and Efficiency

- a. The use and measurement of subcontractor productivity is managed in the same way as for FDC employees. Please refer to part 4.2 of this plan.

9 Conditions of Employment

- a. All employees sign off on a contract/agreement between themselves and the company which states, but is not limited to, commencement, duration, probationary period, salary package, payment, superannuation, termination, leave entitlements, hours of work, dress code and working conditions of employment.
- b. At the start of employment, a fair work information statement is supplied to the employee which notes the national employment standards along with the phone number and web site of the Fair Work Ombudsman if further information is required.
- c. Employees / labour on wages follow an enterprise agreement between the employee, company and union which is approved by the fair work commission. The current agreement is known as the "FDC /CFMEU Collective Agreement 2021".

10 Recruitment of Direct Labour

10.1 FDC Employees

- a. FDC mainly employs salaried workers in management positions, these workers are brought to FDC through either word of mouth, previous or current professional relationships with other FDC staff or through recruitment services. Prior to selection, background checks (references) are carried out ensuring that new employees will be able to work with the structure that's already in place and have the required work ethics and beliefs which make FDC a successful and industry compliant organisation.
- b. Each new employee is subjected to an interview process and reference checking then once successful provided with a service agreement or contract. During this process employees are made aware of FDC's expectations in relation to matters such as freedom of association, grievance procedures, unlawful industrial action and the importance of complying with our Workplace Relations Management Plan alongside our Site Safety, Environmental and Quality Assurance Management Plans.
- c. Non-management employees are employed in accordance with the relevant enterprise agreement.
- d. FDC has dedicated human resource expertise and access to external advice to assist with all aspects of the employment relationship from recruitment to retrenchment. FDC's record of no time lost to industrial action in over 10 years is a testament to its ability to manage its directly employed workforce.

10.2 Labour Hire

- a. FDC sometimes requires the use of labour hire employees, with these arrangements made using labour hire companies. During the induction process labour hire staff are made aware of their responsibilities under the guidelines.

11 Induction and Mobilisation

11.1 Site Specific Inductions

- a. As required by legislation and before commencing work on site, all personnel will be required to attend and complete the site-specific induction. The induction will be conducted in accordance with the Site Induction Record.
- b. The Project Manager will nominate a person to conduct the site-specific induction. The nominated person is to be experienced in the Work Health and Safety requirements associated with the Building and Construction Industry. All attendees will be required to provide photographic proof of identity and evidence that they have completed the Industry General Induction requirements.
- c. Induction Certificates, and other training qualifications required to perform any task or operate plant/equipment on the site are to be attached to the Site Induction form.
- d. Where it is not possible to obtain copies of the required certification the person conducting the inductions is to sight the documentation and make note on the individual's induction form that documentation has been sighted and record the required details.
- e. If a person being inducted is from a non-English speaking background and has a difficulty understanding English, their PCBU is to provide a translator to interpret the induction content to the person being inducted.
- f. The induction forms will be maintained on site for all people that have attended and completed the site-specific induction. Summary details of all persons undergoing induction shall be recorded on the Site Induction Register. On completion of the works on site the Induction records will be archived.
- g. The site-specific induction will not be required for visitors to site who are always accompanied by a person who has been inducted into the site safety requirements. The person accompanying the visitor will be responsible for ensuring the visitor is made aware of any relevant site rules, emergency procedures and has the required PPE appropriate for the site.

11.2 Site Mobilisation

- a. The Project Manager and Site Manager shall ensure that the site is established in accordance with WHS legislation and Codes of Practice prior to commencement of work.
- b. The Project Manager shall complete an FDC Site Risk Assessment.

11.3 Site Layout

- a. A copy of the site layout plan clearly identifying the location of the following is to be included in the site-specific induction:
 - i. Site office.
 - ii. Amenities – lunchrooms, change rooms, toilets etc.
 - iii. First Aid Facility.
 - iv. Access and egress points.
 - v. Evacuation assembly area.
 - vi. Fire Extinguishers.
 - vii. Site Parking.

12 Labour Productivity

- a. Productivity is an average measure of the efficiency of production. It can be expressed as the ratio of output to inputs used in the production process, i.e. output per unit of input.
- b. When all outputs and inputs are included in the productivity measure it is called total productivity. Outputs and inputs are defined in the total productivity measure as their economic values. Productivity measures that use one or more inputs or factors, but not all factors, are called partial productivities.
- c. A common example in economics is labor productivity, usually expressed as output per hour. At the company level, typical partial productivity measures are such things as worker hours, materials or energy per unit of production.
- d. FDC measures man hours worked for both its direct employees and for its subcontractors onsite, with this data collected monthly from each project. This data is being currently used the LTI calculations and is now being developed further to help track labour productivity and efficiencies. Please see part 4.2 of the plan in relation to this aspect.
- e. The recording of persons onsite helps to identify where some contractors may not be allowing enough workforce to meet targets and allows management to monitor this, thus reducing the impact on the project.
- f. In our process of achieving labour productivity and value for money objectives, subcontractors are made aware that all FDC sites are open on RDO's and shut down weekends for those willing to work. At FDC we pride ourselves on being able to deliver our jobs on time and on budget and this is demonstrated to our subcontractors.
- g. FDC also hold weekly subcontractor meetings on site with all subcontractors discussing the progress of the job, labour issues if any and grievances or problems which they may be having on site allowing us to address the issues early on in the piece so they don't turn into something major down the track which may affect productivity and ultimately delivering the job on time.
- h. For further information on this aspect, please see part 4.2 of this plan.

13 Performance Metrics

13.1.1 Lead Indicators

Lead Indicator	Target	Responsibility
FDC Internal Audits (project)	4 per year	National HSEQ Systems Manager
Project Managers Audit	1 per month	Project Manager
Weekly Site Inspections by FDC	1 per week	Site Manager
FDC Toolbox meetings	1 per week	Site Manager
Visits by General Manager	4 per year	General Manager
FDC Internal site visits/inspections	1 per week	HSEQ Manager
Tasks Observations	1 per month	Site Manager

13.1.2 Lag Indicators

Recording of Medical Treatment Injury (MTI*)	<ul style="list-style-type: none"> MTI ≤ 0
Recording of Lost Time Injury Frequency Rate (LTIFR)*	<ul style="list-style-type: none"> LTI Frequency Rate = 0

13.1.3 Reporting

- Progress against these targets is measured and reported to management monthly. The adequacy of the WHS objectives and targets is reviewed on an annual basis (Refer Cor-5.6-001).
- In these monthly audits, both FDC employees and subcontractors have their man hours recorded for the identification of labour efficiencies.
- Data will be collected and added to the table in 13.4 of this WRMP.

13.1.4 Project Specific Reporting for Labour Productivity (Inputs)

- FDC will collate and record the total man hours worked each month. The total man hours will include direct FDC employees and Subcontractors.
- The Project Manager will be responsible for collating and recording the total hours worked. This data may be captured by site sign-in / out registers, site diaries, electronic sign-in / out platforms or a combination of these.
- The data will be collected and reported in a table similar to the below:

Month / Year	Total Man Hours Worked
January 2021	
February 2021	
March 2021	
April 2021	
May 2021	
June 2021	
July 2021	
August 2021	
September 2021	
October 2021	
November 2021	
December 2021	

13.2 Project

Specific Reporting for Labour Productivity (Outputs)

FDC will record the total revenue earned through progress claim payments each month. The Project Manager will be responsible for recording the total revenue each month. This data will be captured via FDC's internal accounting software (VISTA). The data will be collected and reported in a table similar to the below:

Month / Year	Total Revenue
January 2021	
February 2021	
March 2021	
April 2021	
May 2021	
June 2021	
July 2021	
August 2021	
September 2021	
October 2021	
November 2021	
December 2021	

13.2.1 Project Specific Actual Labour Productivity Data

- The total revenue earned each month will be compared with the total man hours worked in the same month. The formula that will be used will be Labour Efficiency & Output per Labour Hour = Total Revenue divided by Total Man Hours Worked. This will produce the average labour efficiency and output per labour hour (\$/hr) for that month.
- The Project Manager will be responsible for recording and reporting the actual labour productivity data each month.
- The data will be analysed and reported in a table similar to the below:

Month / Year	Total Revenue	Total Man Hours Worked	Labour Efficiencies & Output per Labour Hour (\$/hr)
January 2024			= $\frac{\text{Total Revenue}}{\text{Total Man Hours Worked}}$
February 2021			
March 2021			
April 2021			
May 2021			
June 2021			
July 2021			
August 2021			
September 2021			
October 2021			
November 2021			
December 2021			

13.2.2 Benchmark Labour Productivity Data

FDC will record the total revenue for the latest Financial Year and compare it with the total man hours worked across all projects for the same period. This will set the benchmark labour productivity data.

The latest data available from the previous Financial Year is detailed in the below table:

Reporting Period	Total Revenue	Total Man Hours Worked	Benchmark Labour Productivity
FY24	\$	Hours	= $\frac{\text{Total Revenue}}{\text{Total Man Hours Worked}}$

13.2.3 Benchmark vs Project Specific Labour Productivity Data

- The project specific actual labour productivity data will be compared against the benchmark labour productivity data.
- Any differences / discrepancies between the project specific actual labour productivity data and the benchmark labour productivity data will be recorded every month by the Project Manager in their monthly project progress reports.
- The data will be and reported in a table similar to the below:

Month / Year	Project Specific Actual Labour Productivity	Benchmark Labour Productivity	Discrepancy between Project Specific vs Benchmark Labour Productivity
January 2021			=Project Specific Labour Productivity minus Benchmark Labour Productivity
February 2021			
March 2021			
April 2021			
May 2021			
June 2021			
July 2021			
August 2021			
September 2021			
October 2021			
November 2021			
December 2021			

13.2.4 Effective and Productive Work Practices

- The differences / discrepancies between the project specific actual labour productivity data and the benchmark labour productivity data will be scrutinised and analysed on a monthly basis by the Project Manager in their monthly project progress reports.
- This comparison will indicate the effectiveness of the productive work practices that may have been initiated and implemented each month on the project.
- This historical comparison that is recorded each month will also indicate any trends regarding the labour productivity for the project. The Project Manager is responsible to track and analyse any trends with respect to labour productivity each month.
- The Project Manager will be responsible for implementing project specific effective and productive work practices. The Project Manager will endeavour to implement initiatives to achieve above average labour productivity compared with the benchmark each month where possible.

The Project Manager will be responsible to provide details and commentary on the effectiveness of the productive work practices that were implemented each month as indicated by the comparative data in their monthly project progress reports.

Month / Year	Discrepancy between Project Specific vs Benchmark Labour Productivity	Reasons for Discrepancy / Actual Examples of Efficient & Productive Work Practices / Initiatives that Underpinned the Labour Productivity
January 2021		
February 2021		
March 2021		
April 2021		
May 2021		
June 2021		

July 2021		
August 2021		
September 2021		
October 2021		
November 2021		
December 2021		

14 Freedom of Association

14.1 What is Freedom of Association?

- a. All employees and contractors have the right to join (or not join) a union. This is called Freedom of Association. Workers cannot be pressured by a union or by their employer to decide about joining, not joining or leaving a union.
- b. Freedom of Association also extends to employers, allowing them to choose whether to join an employer association.
- c. Workplace rights regarding freedom of association are protected under the Fair Work Act 2009 (FW Act). It is unlawful to take or threaten adverse action against a person for:
 - i. Being (or not being) a member of a union or employer association.
 - ii. Not engaging in industrial action.
 - iii. Choosing to be represented by a union.
- d. FDC complies with the freedom of association guidelines as summarised in the below table:

Item	Prohibition / Requirement	Guideline
General Prohibition	A party must not enter into, participate in, or facilitate arrangements or practices designed to avoid its own legal obligations, or the legal obligations of others. This includes arrangements or practices that undermine freedom of association.	4.2
Dispute Settlement	Dispute settlement provisions must allow an employee to have freedom of choice in deciding whether to be represented, and, if so by whom.	8.4
Policies	Contractors must adopt policies that promote freedom of association.	10.1
Personal Information	Contractors may not provide the names of new staff, job applicants, contractors or sub-contractors to unions other than as required by law.	10.2 -1
Union Membership	Contractors may not permit 'no ticket, no start' signage; 'show card' days; or any other practice which implies that union membership is anything other than a matter for individual choice, including employers unlawfully encouraging or discouraging employees to join a union.	10.2 – 2,3
Inductions	Contractors must not allow employee representatives, shop stewards or other union officers to undertake or administer site induction processes.	10.2 - 4
Discrimination	Contractors must not discriminate against, or disadvantage elected representatives	10.2 – 5
Forms	Contractors must not use any form which requires an employee to identify their union status, nor should they require that sub-contractors identify the union status of their employees or sub-contractors.	10.2 – 6
Refusal to employ or terminate	Contractors must not refuse to employ or terminate an employee because of their union status.	10.2 - 7
Refusal to request to represent	Contractors must not refuse a reasonable request from a workplace delegate to represent employees in relation to grievances and disputes or discussions. Contractors are reminded of the Dispute Settlement prohibition.	10.2 – 8
Non-working shop steward	Contractors must not permit the imposition, or attempted imposition, of a requirement for any employer on site to engage a non-working shop steward or delegate or to hire an individual nominated by a union.	10.2 – 9

Logos and indicia	Contractors must not require the display of union or related logos, mottos or other indicia on company property or equipment, including clothing.	10.2 – 10
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15 Right of Entry

- a. A union official, who holds a right of entry permit, is known as a permit holder. A permit holder has the right to enter building sites and other premises to investigate a suspected breach of:
 - i. The Fair Work Act 2009
 - ii. A term of a fair work instrument.
- b. What must be satisfied to enter a site?
- c. A union official who is a federal permit holder may enter your site during working hours to:
 - i. Investigate a suspected contravention of the FW Act, or a term of a fair work instrument, provided that:
 - ii. The official reasonably suspects that a contravention has occurred, and
 - iii. The suspected contravention relates to, or affects, a member of the official's union who performs work on the site, and
 - iv. The official's union is entitled to represent the member's industrial interests.
- d. On request, the federal permit and a copy of the entry notice must be shown by the official to the occupier of the site or an affected employer.
 - i. Hold discussions during mealtimes or other breaks with employees who:
 - ii. Perform work on the site, and
 - iii. Whose industrial interests the official's union is entitled to represent, and
 - iv. Who wish to participate in those discussions.
- e. On request, the federal permit and a copy of the entry notice must be shown by the official to the occupier of the site.
- f. Perform inspections and other functions under a WHS law of a State or Territory.
- g. On request, the federal permit must be shown by the official to the occupier of the site or an affected employer.
- h. An entry notice must be given to FDC and any other affected employers at least 24 hours but not more than 14 days before the entry. A permit holder must also produce the right of entry notice and their entry permit on request by the FDC upon entry to the site. A permit holder must also produce the right of entry notice and their entry permit to an affected employer when:
 - i. Inspecting any work, process or object relevant to the suspected breach
 - ii. Interviewing any person about the suspected breach who agrees to the interview and the permit holder is entitled to represent
- i. The Fair Work Commission can issue an exemption certificate from the right of entry requirements. However, the exemption certificate must be given to the FDC and the affected employer as soon as practicable after entry.
- j. What must be included in the entry notice? The entry notice must include:
 - i. The site or premises to be entered.
 - ii. The day of entry.
 - iii. Which union the permit holder belongs to.
 - iv. The section of the Fair Work Act 2009 that authorizes the entry.
 - v. Details of the suspected breach.
 - vi. A declaration by the permit holder that they are entitled to represent the industrial interests of an employee who performs work at the premises, whom the suspected breach relates to or who is affected by the suspected breach.
 - vii. Specify the provision of the union's rule that entitles the union to represent the industrial interests of the member.
- k. Federal union officials who enter a construction site to assist a Workplace Health and Safety Representative under State or Territory OHS laws must comply with the Fair Work Act 2009, including by holding a Federal entry permit.
- l. The right for a workplace Health and Safety Representative to obtain assistance exists in all states and territories except WA. Federal union officials who seek to enter a site to provide that assistance are required to hold a federal permit and comply with the other obligations of the Fair Work Act 2009.

- m. A Federal union official who does not hold a Federal entry permit will contravene s. 494 of the Fair Work Act 2009 if they enter as an assistant under State or Territory OHS Law and may be liable to pay a penalty of up to \$10,200.
- n. The obligations include:
 - i. Entering only during working hours.
 - ii. Showing their Federal permit upon request when entering.
 - iii. Complying with any conditions on their permit.
 - iv. Complying with any reasonable WHS requests made by FDC.
- o. FDC will ensure all site personnel are aware of the right of entry requirements and procedures provided for under the Fair Work Act 2009 and the WHS Act 2011 and what's required from them through the site induction.
- p. FDC site staff are to ensure that the General Manager is notified immediately when a union official turns up to site. If all the appropriate measures have been taken and the official is lawfully entering the site, FDC's Site Manager is to ensure that the official is taken directly to the area of concern and is not allowed to deviate from this path unless a safety breach is spotted along the route.

16 Grievance Management

16.1 Grievances and Disputes

- a. All parties are required to make every effort to resolve grievances or disputes at the enterprise level via the dispute's procedure outlined in the relevant industrial agreement (e.g. EBA etc.)
- b. Each Subcontractor must also comply with their industrial agreement's disputes procedure.
- c. In the event of an industrial dispute:
 - i. The Project Manager and the General Manager must be notified of any threatened or actual industrial action by FDC employees or by employees of Subcontractors and kept updated on the status.
 - ii. The Project Manager and the General Manager must be notified of any of any threatened or actual safety industrial action by our FDC employees or by employees of Subcontractors and kept updated on the status.
 - iii. The Project Manager and the General Manager must ensure that the client is notified of any threatened or actual industrial action by our FDC employees or by employees of Subcontractors.
 - iv. FDC will encourage any grievances or matters under dispute are to be dealt with at the workplace between the appropriate level of management, employees and where applicable, union representatives.
 - v. FDC will ensure reasonable time limits should be allowed for each stage of relevant dispute settlement processes. While dispute settlement procedures are being followed the parties are to ensure that:
 - Industrial action does not occur.
 - The circumstances that existed prior to the dispute prevail.
 - Work continues as normal without detriment to any of the parties.
 - vi. FDC understands that dispute settlement provisions must allow an employee to have freedom of choice in deciding whether to be represented, and, if so, by whom. Accordingly, dispute settlement provisions must allow for an employee to raise an issue either directly with their employer or through a representative of their choice.
 - vii. FDC recognises that an enterprise agreement may contain its own dispute settlement process that gives a third party the ability to arbitrate or otherwise impose an outcome to settle the dispute. In such cases, the clause must contain an express limitation that any outcome determined by the third party cannot be inconsistent with the New South Wales Code and these Guidelines or inconsistent with legislative obligations

- viii. Where a dispute relates to WHS issues, the procedures contained in the relevant New South Wales WHS legislation should be observed. Parties must make take all reasonable steps to resolve grievances or disputes at the enterprise level at the earliest opportunity, in accordance with the procedures outlined in the relevant industrial instrument or other workplace arrangement.
- ix. FDC will report any grievance or dispute relating to workplace relations or WHS matters that may impact on project costs, related contracts or timelines to the Construction Compliance Unit (or nominee) and the client within 24 hours of it becoming aware of the grievance or dispute. The principal contractor must provide regular updates to the Construction Compliance Unit (or nominee) and the client about the steps being taken to resolve such grievances or disputes.
- x. FDC will ensure reporting of grievances to occur at the earliest opportunity. All lost time information because of lawful and unlawful industrial conduct must be accurately recorded and provided to the Construction Compliance Unit and client agency on a timely basis.
- xi. Unless notified in advance, and in writing, employees must ensure that FDC does not authorise or agree to action that would otherwise be industrial action. To the extent practicable ensure that Subcontractors do not do so either.

17 Management of Unlawful Industrial Action

- a. The New South Wales Government wishes to encourage greater flexibility and productivity within the State's building and construction industry and to ensure that the New South Wales Government maximises value for money on its spending on infrastructure projects.
- b. One of the major sources of inefficiency, delay and cost to the industry and to the State is unlawful industrial action.
- c. The guidelines provide for the following requirements in relation to industrial action:

Item	Requirement	Guideline
Dispute Settlement	Parties must ensure industrial action does not occur while dispute settlement procedures are being followed (unless the relevant industrial agreement requires otherwise).	8.3
Reasonable steps	Parties must take all reasonable steps to resolve industrial action which adversely affects, or has the potential to adversely affect, the delivery of a project or other related contracts on time and within budget.	8.9
Reporting	Contractors must report any threatened or actual industrial action to the CCU and the Client within 24 hours that may impact the project, project costs, related contracts or timelines. The contractor must also provide regular updates to the CCU and the client in relation to the steps being taken to resolve the threatened or actual industrial action.	8.10
Legal Responses	Contractors must take all steps reasonably available to them to prevent or end unprotected action occurring on or affecting the projects, including taking legal action.	8.11

- d. Industrial action refers to action in which employees work in a manner different from the customary manner. It includes restrictions, limitations, or bans upon work.
- e. Failing to attend for work can constitute industrial action, as can a refusal to perform work while at the workplace.
- f. Lockout refers to a specific form of industrial action associated with employers, in which the employer refuses employee's entry to the workplace. Most typically, industrial action is taken in support of a claim(s) pressed by employees against the employer.
- g. Unlawful industrial action — FWC Interim orders
 - i. Where employees take or threaten unlawful industrial action, their employer can seek an order from the FWC that the industrial action stops. The Fair Work Commission must make an interim order to stop the industrial action if it cannot hear the application within two days.
 - ii. The employer can also seek an injunction in the Supreme Court or the Federal Court of Australia to stop the industrial action and/or initiate legal proceedings to claim damages for any losses caused by the action claiming interlocutory relief. The Site Manager and Project Manager are responsible for identifying the costs, collection and collation of all information and acting promptly to recover all costs arising from the actions.
 - iii. Where FDC or sub-contractors initiate legal proceedings following unlawful action, the contractor should discuss any proposed settlement or withdrawal of the proceedings with the CCU.
- h. Our site teams have been involved in the development of this Workplace Relations Management Plan and have the knowledge and understanding to ensure our sites comply with the implementation guidelines and have full support from the General manager, Project Director and HSEQ Manager who ensure they have proper resources and backing behind them to properly monitor, respond to and report unlawful industrial action, including ensuring that the cost associated with unlawful action can be recovered.

18 Audit and Review

- a. All Management Plans must be maintained to the highest standard, the project team lead by the Project Manager and Project Supervisor must audit the Workplace Relations Management Plan on a regular basis at least every six months.
- b. If conditions change or corrective actions are updated, then the plan must be reviewed to reflect these and re-issued to all parties.
- c. The HSEQ Manager checks that corrective actions are implemented both administratively and physically onsite. This happens as corrective actions are identified or issued by the Management.
- d. An external consultant audits the Workplace Relations Management Plan on a six-monthly basis to ensure that the systems and procedures are current and effective. Any changes to the Workplace Relations Management Plan must be recorded in the record of revisions stating the section, the reason it was changed and by whom.
- e. The Site Manager conducts regular site inspections on the project and a statistical record is kept for efficiency and compliance purposes.
- f. The Senior Management Group, HSEQ Manager and Site Management review site statistics and reports regularly to ensure that work complies with Legislation and objectives and targets set by FDC.