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3.10 Members Required in Uniform

- 3.10.1 The Commonwealth may make MRU available for utilisation by the Contractor in accordance with this clause 3.10 and Attachment R. Where the Commonwealth does not make MRU available in accordance with the Contract, the Contractor shall not be entitled to make any claim against the Commonwealth or Commonwealth Personnel and shall not be entitled to claim relief under clause 6.4 or relief from performing its obligations under the Contract.
- 3.10.2 The Contractor shall utilise MRU made available in accordance with Attachment R.
- 3.10.3 If any MRU Credit Rate is specified in Attachment R, the Contractor shall:
- credit the Commonwealth with the MRU Credit Rate multiplied by each hour the MRU are available to the Contractor for utilisation in the provision of the Services ('**MRU credit**'); and
 - offset against the claims made by the Contractor under clause 7.4 any MRU credit outstanding when a claim is made.
- 3.10.4 MRU remain members of the ADF. However, subject to any limitations in Attachment R, MRU operate under the direction and supervision of the Contractor, and the Contractor shall:
- bear the risk of all work performed by the MRU;
 - not be entitled to make any claim against the Commonwealth or Commonwealth Personnel arising out of or in connection with the work performed by the MRU; and
 - not be entitled to claim relief under clause 6.4 or relief from performing its obligations under the Contract,
- except arising out of or as a consequence of a wilfully wrongful act or omission on the part of the MRU.

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3.21 Commonwealth Workforce Utilisation

3.21.1 The Contractor shall identify and offer:

- a. FSU work in accordance with clause 3.21 of the SOW;
- b. work to ADF personnel in accordance with clause 3.21.2 of the SOW and Attachment V;
and
- c. work to APS personnel in accordance with clause 3.21.2 of the SOW and Attachment V.

Contractor responsibility for Commonwealth Workforce Work

3.21.2 The Contractor shall ensure that the work performed by Commonwealth Personnel on or in relation to the Services (including but not limited to Contractor Tasks or S&Q Services) is properly managed and supervised.

3.21.3 For the purposes of the Contract, a Default (excluding a Wilful Default) of Commonwealth Workforce Personnel engaged in performing work in relation to the Contract is taken to be a Contractor Default.

3.21.4 The Contractor is not relieved of any obligation under the Contract (including the warranties and obligations under clause 8) in respect of the Services a Contractor Task or S&Q Service (including obligations as to schedule and quality of work) because the work or a component of the work is Commonwealth Personnel's work.

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3.21 Commonwealth Workforce Utilisation

3.21.1 Fleet Support Unit

3.21.1.1 Pursuant to clause 3.21 of the COC, the Contractor shall perform its obligations under this Contract with a view to developing, maintaining and enhancing the competencies and skill sets of Fleet Support Unit (FSU), including by:

- a. offering and making available, whenever possible, FSU work where such work is within the scope of FSU capability and supervising (where required) such FSU work conducted by FSU Personnel;
- b. co-operating with the Commonwealth to identify existing and future Contractor Tasks, and components of Contractor Tasks, that are within and will develop FSU's competencies;
- c. co-operating with the Commonwealth in the implementation of FSU work;
- d. providing all of the S&TE identified in Work Instructions, including handling equipment and hand tools necessary for the performance of FSU work (in accordance with clause 11.14.6 of this SOW);
- e. complying with any Commonwealth direction to offer FSU Work; and

- f. proposing initiatives to improve FSU's competencies.

3.21.1.2 The Contractor acknowledges that FSU work may include:

- a. an entire Contractor / Subcontractor Task or S&Q Service to be completed by FSU without the need for the Contractor to provide additional supervisory or other resources;
- b. a Contractor Task or S&Q Task to be performed by FSU but with supervisory or other resources provided by the Contractor; or
- c. the provision of labour resources in support of a Contractor Task or S&Q Task.

3.21.2 RMC ADF and APS Workforce

3.21.2.1 The Contractor shall perform its obligations under this Contract with a view to developing, maintaining and enhancing the competencies and skill sets of ADF and APS, including by:

- a. offering and making available, whenever possible, ADF and APS work where such work aligns to building their expertise as a smart owner, improves their productivity and work scope and providing experiential opportunities related to Services provided under the Contract;
- b. co-operating with the Commonwealth to identify existing and future work that are within and will develop ADF and APS Workforce competencies; and
- c. co-operating with the Commonwealth in the implementation of the ADF and APS work.

3.21.2.2 The Contractor shall report at each Review conducted under clause 3.4.2 on its performance against the requirements in clauses 3.21.2.1.

2.4 Estimate for Direct Variable Costs (DVCs)

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Note: When a Contractor Task is performed by the FSU, the cost is considered as a Commonwealth DVC. An UCT (Corrective Maintenance or CCI) is authorised via an Approved Work Package and funded out of the UCTA identified in Annex A of this Attachment.

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2.9 Fleet Support Unit (FSU) work

Introduction

- 2.9.1 FSU work is considered a Commonwealth DVC when performed.
- 2.9.2 For the purposes of accurately determining pain:gainshare, the value of the Commonwealth DVC (determined in accordance with clause 2.9.3) shall be included in the actual costs for the TBE Period (see clause 2.13.1 Step 1). This is because performance of a Contractor Task by FSU is a cost to the Commonwealth, even if it did not involve

payment to the Contractor, and thus needs to be taken into account when determining whether or not the Contractor is entitled to pain:gainshare.

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2.9.4 For the avoidance of doubt, FSU Personnel observing the conduct of maintenance for training purposes, and not actually performing work, are not to be included in calculating the value of FSU Work.

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Term	Definition
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Commonwealth Workforce Utilisation	means: the FSU when providing services in accordance with SOW clause 3.21; and other Commonwealth Personnel when providing services in accordance with SOW clause 3.21
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MEMBERS REQUIRED IN UNIFORM

Note: MRU will generally be used for the performance of Contractor Tasks. ADF Personnel seconded for Management Services will be provided as Commonwealth Workforce under Attachment V. The details within this Attachment will be finalised during Phase In.

1. INTRODUCTION

- 1.1 The purpose of this Attachment R is to detail the requirements for the management, training and utilisation of Members Required in Uniform (MRU) under the Contract.
- 1.2 The Contractor and Commonwealth agree that the overall objective of MRU is to ensure the long-term capabilities of the ADF, enabled through the development of knowledge, skills and experience of Defence Personnel gained through their placement with the Contractor under the Contract. MRU skills and experience are typically fostered in order to provide deployable support to ADF operations during times of Contingency. Specifically, for the **Regional Maintenance Centre North East**, the objectives of MRU are to support the RMC Enterprise Organisational Objectives, in particular for:
- a. ongoing evolutionary improvement in the efficiency and effectiveness of the delivery of Naval Maintenance and a reduction in the Total Cost of Ownership (TCO) through a system of systems approach, transparency of relevant data, common processes and systems, standardisation, collaboration and integration;
 - b. the ongoing development and stewardship of Sovereign Sustainment Capability; and
 - c. the Commonwealth to become an informed owner of maritime sustainment, including through the development and utilisation of an appropriately skilled and experienced workforce.
- 1.3 The Contractor and Commonwealth further acknowledge that the objectives set out in clause 1.2 will be achieved by placing Defence Personnel within the Contractor's work teams.
- 1.4 References to Contractor in this Attachment R are to be read as including references to an Approved Subcontractor when the MRU are appointed to work with an Approved Subcontractor.

2. MRU COMPOSITION AND TENURE

- 2.1 Subject to over-riding needs of ADF rotation requirements, the MRU that will be made available to the Contractor are detailed in Table 1.

Note: The proposed MRU composition is based on an estimated scope of future support requirements and may be revised during Phase In. Further information may be provided by the Commonwealth during Phase In.

Table 1: MRU Composition and Tenure

Specialisation / Trade / Skill Category	Trade Skill Level (Rank)	Strength (routine)	Tenure	Strength (contingency)
[eg, Electronics Technicians]	[eg, Trade Supervisor (CPL / LS)]		[eg, 2 years]	
	[eg, Technician (LCPL / LAC(W) / AS)]		[eg, 2 years]	
	[EG, Fitter / Apprentice (PTE / AC(W) / SMN)]		[eg, 6 months]	

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Other	Engineer			
	Logistics Officer			

Table 1 Notes:

- a.** *Strength (routine) identifies the intended number of personnel per skill category and level but cannot account for exceptional circumstances (eg, discharge, posting for compassionate reasons and Defence contingencies). Contingency is indicative only. The period of reduction to the level of Contingency may not necessarily match the period of a Contingency under the Contract.*
- b.** *The tenure represents the minimum time necessary to achieve a balance between skills development and workforce rotation requirements.*

3. MANAGEMENT OF MRU**3.1 Commonwealth MRU Manager**

3.1.1 The Commonwealth Representative shall delegate the responsibility for implementing Commonwealth obligations of this Attachment R to **[INSERT TITLE / APPOINTMENT]** (the 'Commonwealth MRU Manager').

3.1.2 The Commonwealth MRU Manager shall be responsible for:

- a. coordinating the allocation of the MRU to the Contractor;
- b. military-unique administration and discipline for the MRU; and
- c. **[DRAFTER TO INSERT]**.

3.1.3 Unless exceptional circumstances prevail, the Commonwealth MRU Manager will provide the Contractor MRU Manager with **[INSERT NUMBER, eg, 20]** Working Days' prior notice of the pending allocation and withdrawal of all or some of the MRU (eg, in the event of posting or being operational deployment).

3.2 Contractor MRU Manager

3.2.1 The Contractor shall appoint a representative (the 'Contractor MRU Manager') for the purpose of implementing the requirements of this Attachment R.

3.2.2 The Contractor MRU Manager shall be responsible for:

- a. overall management and utilisation of MRU within the Contractor's organisation;
- b. ensuring that MRU are trained and employed on tasks that develop, reinforce and enhance their knowledge and skills consistent with the objectives set out in clause 1.2; and
- c. day-to-day tasking and supervision of MRU.

3.3 Issues Management

3.3.1 The Commonwealth and Contractor shall each use their best endeavours to resolve any issues involving the MRU in a timely manner.

3.3.2 In the event of a complaint or grievance regarding MRU, the aggrieved party is to raise the matter with the Contractor MRU Manager or Commonwealth MRU Manager, as applicable, in the first instance. If the matter cannot be resolved between the respective MRU managers **[INSERT DETAILS OF THE ESCALATION PROCEDURE]**.

3.4 Commonwealth Policy

3.4.1 The Contractor shall ensure that Commonwealth policies identified under clause 11.3 of the COC are applied in the context of the MRU.

ATTACHMENT R**4. MRU DUTIES AND ACTIVITIES****4.1 MRU Tasking**

4.1.1 MRU may:

- a. be employed on all tasks for which they are qualified;
- b. be employed on tasks for which competencies and authorisations have not yet been achieved, while under the supervision of a person authorised to supervise trainees undertaking those tasks; and
- c. be employed in a mixed (civilian/military) or separate (MRU only) teams.

4.1.2 The Contractor shall not employ MRU on non-Contract activities without the prior written approval of the Commonwealth Representative.**4.2 Areas of Utilisation**

4.2.1 MRU shall be employed within their specialisation / trade / skills category appropriate to their skill level, and be engaged, whenever practicable, on tasks that will enable retention and enhancement of their skills, consistent with the objectives set out in clause 1.2. Specifically, these tasks include:

- a. [DRAFTER TO INSERT],
- b. [DRAFTER TO INSERT], and
- c. [DRAFTER TO INSERT].

4.2.2 Subject to clause 4.2.1, except where otherwise specified, the Contractor may allocate MRU with additional duties appropriate to their rank, seniority and supervisory roles. Additional duties should be selected to develop management, leadership, and other skills that are transferrable to the Defence environment.**5. SUPERVISION OF MRU****5.1 Induction**

5.1.1 As part of induction of MRU, the Contractor shall interview all MRU to confirm existing qualifications, competencies and training needs.**5.1.2** The Contractor shall provide induction training / briefings to MRU that includes:

- a. an introduction to the Contractor's organisation;
- b. the Contractor's procedures and documentation relevant to the duties of the MRU;
- c. an introduction with the Contractor MRU Manager and on-site supervisors;
- d. the Contractor's WHS Management System;
- e. emergency procedures;
- f. security requirements and procedures; and
- g. administrative work procedures.

5.1.3 The Contractor shall invite the Commonwealth MRU Manager to provide a briefing at the induction training / briefings held in accordance with clause 5.1.2.**5.1.4** The Contractor shall organise all access passes, identity cards and other Contractor requirements that may be necessary to allow the MRU to access their workplace.**5.2 Routine Supervision**

5.2.1 The Contractor shall provide routine supervision of the MRU as applicable to their duties and work activities with the Contractor.**5.2.2** The Contractor may give MRU supervisory responsibilities for Contractor personnel and other MRU within the area of their responsibility, qualifications and competence.

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- 5.2.3** The Commonwealth MRU Manager retains control over all matters of military discipline, military personnel administration, and the authorisation of overtime work by the MRU.

6. TRAINING DEVELOPMENT AND PERSONNEL ADMINISTRATION

6.1 Training and Skills Development

- 6.1.1** The Contractor shall provide MRU with all necessary Training to meet the objectives set out in clause 1.2, including the following specific Training courses:

- a. **[DRAFTER TO INSERT TRADE CATEGORY / LEVEL]:**
 - (i) **[DRAFTER TO INSERT COURSE NUMBER / NAME];** and
 - (ii) **[DRAFTER TO INSERT COURSE NUMBER / NAME],**
- b. **[DRAFTER TO INSERT TRADE CATEGORY / LEVEL]:**
 - (i) **[DRAFTER TO INSERT COURSE NUMBER / NAME];** and
 - (ii) **[DRAFTER TO INSERT COURSE NUMBER / NAME].**

- 6.1.2** Details for the specific Training courses listed under clause 6.1.1 are included in DSD-TNG-DEL.

- 6.1.3** Training of MRU by the Contractor shall be conducted in accordance with clause 8 of the SOW.

6.2 Records of Training and Competency

- 6.2.1** The Contractor acknowledges that the Commonwealth places a high level of importance on the accuracy and currency of records of training and employment for the MRU.

- 6.2.2** Without limiting any other requirements of the Contract, the Contractor MRU Manager, or delegated training coordinator, shall be responsible for **[DRAFTER TO INSERT DETAILS FOR RECORDING, PROVIDING INFORMATION, ETC, IN RELATION TO TRAINING RECORDS]**.

- 6.2.3** The Contractor MRU Manager shall meet with the Commonwealth MRU Manager to review the records of training and employment for the MRU at intervals of approximately **[INSERT INTERVAL, eg, two OR three]** months, unless otherwise agreed by the Commonwealth MRU Manager.

6.3 Personal Performance Appraisals

- 6.3.1** **[DRAFTER TO INSERT DETAILS]**

7. WORK ROUTINE

7.1 Working Hours

- 7.1.1** The Contractor acknowledges and agrees that in addition to their trade / specialisation work the MRU have obligations that are required to be performed in order to enable them to continue to be employed as members of the ADF, including physical fitness, medical and dental assessments, Commonwealth drug and/or alcohol testing, small arms proficiency assessments, and mandatory Defence-related training programs (**Military Service Obligations**).

- 7.1.2** The Contractor acknowledges and agrees that, in consideration of Military Service Obligations and leave entitlements, the MRU are made available to the Contractor for, on average, **[INSERT NUMBER OF DAYS]** Working Days per year or, subject to other provisions in this Attachment R, not less than **[INSERT NUMBER OF WEEKS]** fulltime weeks per year.

- 7.1.3** In coordination with the Commonwealth MRU Manager, the Contractor MRU Manager shall release MRU to enable them to undertake their Military Service Obligations.

- 7.1.4** Subject to clauses 7.1.1 and 7.1.2, MRU will be available to work at the Contractor's premises for, on average, 37.5 hours per week on Working Days between 0700 hours and

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1700 hours. MRU will, as far as practicable, work no more than eight hours per Working Day. MRU are entitled to a main meal break of between 45 and 60 minutes, and two shorter breaks during a Working Day, sufficient to promote healthy working conditions.

- 7.1.5** The Contractor shall not task the MRU to work outside of the core working hours (eg, overtime and shift work) or change the conditions described in clause 7.1.4 without the written agreement of the Commonwealth MRU Manager.

7.2 Working Dress

- 7.2.1** MRU are to wear working dress uniform while working at the Contractor's premises unless:
- a. working dress uniform is incompatible with and/or limits the effectiveness of personal protective equipment; or
 - b. otherwise agreed or directed by the Commonwealth MRU Manager.

8. MRU ENTITLEMENTS

8.1 Time in Lieu

- 8.1.1** Where a member of the MRU is required to work in excess of 37.5 hours per week, the member will be compensated on a one-for-one basis (ie, one hour off for each hour worked in excess of 37.5 hours per week) (**time in lieu**).
- 8.1.2** The Contractor MRU Manager shall keep a record of the hours worked by each of the MRU and make this record available to the Commonwealth MRU Manager upon request.
- 8.1.3** The Commonwealth MRU Manager shall be responsible for granting time in lieu, which will be granted in consultation with the Contractor MRU Manager.
- 8.1.4** The Contractor shall plan work by the MRU to minimise the accumulation of time in lieu and, unless otherwise agreed by the Commonwealth MRU Manager, ensure that no more than 16 hours of time in lieu is accrued by any member of the MRU.

8.2 Leave Entitlements

- 8.2.1** The Commonwealth MRU Manager shall be responsible for granting annual leave, which will be granted in consultation with the Contractor MRU Manager.
- 8.2.2** The Commonwealth MRU Manager shall be responsible for granting sick leave and compassionate leave, when applicable, and will inform the Contractor MRU Manager of the absence as soon as practicable.
- 8.2.3** **[DRAFTER TO INSERT DETAILS]**

8.3 Access to Contractor Staff Facilities

- 8.3.1** The Contractor shall ensure that the MRU have access to the Contractor's ICT systems that are appropriate to the performance of their duties.
- 8.3.2** The Contractor shall provide the MRU with access to the Contractor's canteen, recreational, and other facilities, as available to Contractor staff of equivalent status.

9. WORK HEALTH AND SAFETY

9.1 General Requirements

- 9.1.1** The Contractor shall provide a safe working environment for the MRU in accordance with clause 14.3 of the SOW.
- 9.1.2** The Contractor shall provide the MRU with all safety-related training and briefings as may be reasonably required to ensure the health and safety of the MRU when undertaking duties and attending the Contractor's workplace(s).
- 9.1.3** The Contractor shall be responsible for providing suitable personal protective equipment as may be required by the MRU to undertake their allocated tasks with the Contractor.

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- 9.1.4** The Contractor shall provide the MRU with access to all WHS procedures, safety risk assessments, Hazardous Chemicals data, and all other WHS-related information as may be required by the MRU to undertake their allocated duties and tasks with the Contractor.
- 9.1.5** The Contractor shall not appoint MRU as WHS representatives for mixed (civilian and military) work teams but MRU may be invited to contribute to WHS working groups.

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6.4.4 Regional Training Initiatives

6.4.4.1 The SCMP shall describe the Contractor's approach to developing, delivering, monitoring and refreshing a regional training program to upskill and improve delivery of Services under the Contract. This regional training program shall include ship, site and equipment familiarisation, methods of work, reporting and task specific training to improve the collective capability of the regional workforce.

6.4.4.2 The SCMP shall describe the Contractors methods for identifying regional capability and capacity shortfalls that can be addressed, in whole or in part, through the provision of locally delivered education or training.

6.4.4.3 The SCMP shall describe how the Contractor shall perform its obligations under clause 3.21 of the SOW with a view to developing, maintaining and enhancing the competencies and skill sets of Commonwealth personnel.

6.4.5 Deployable Capability

6.4.5.1 The SCMP shall describe the Contractors approach to establishing and maintaining a Deployable Capability to support planned and emergent Services under the Contract comprising a combined workforce including:

- a. FSU;
- b. Fleet Logistics Support Element (FLSE);
- c. select industry participants (subject to the scope of work); and

- d. potentially an RMC/RMP element to manage any package of work.

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6. PREPARATION INSTRUCTIONS

6.1 Generic Format and Content

- 6.1.1** The data item shall comply with the general format, content and preparation instructions contained in the CDRL clause entitled 'General Requirements for Data Items'.
- 6.1.2** When the Contract has specified delivery of another report or artefact (e.g., schedule or register) that contains aspects of the required information (including for the same reporting period), the data item shall summarise these aspects and refer to the other report or artefact.
- 6.1.3** The data item shall include a traceability matrix that defines how each specific content requirement, as contained in this DID, is addressed by sections within the data item.

6.2 Specific Content

6.2.1 Overview

- 6.2.1.1** The FYRWP shall detail an overview of the scope and duration by Maintenance Organisations and other entities of the Work Liability within the FYRWP.

6.2.2 Organisation

- 6.2.2.1** The FYRWP shall detail all Maintenance organisations and other entities (including Fleet Support Unit (FSU)) involved in the delivery of the FYRWP.

6.2.3 Organisation and Communications Strategy

- 6.2.3.1** The FYRWP shall detail all lines of communications for the Maintenance organisations and other entities including definition of who is the:
- a. financial authorised person;
 - b. schedule change authorised person;
 - c. engineering authorised person; and
 - d. risk acceptance authorised person.
- 6.2.3.2** The FYRWP Communication Strategy shall also include the process for seeking Approval and/or endorsement for the FYRWP. The FYRWP Communication Strategy shall also be consistent with the Contract.

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Note: A key RMP Contract Outcome (stated within the Conditions of Contract) is for the RMP to foster the development of Commonwealth personnel as informed owners. This will be through a range of factors associated with the effective utilisation of Commonwealth personnel and includes the Fleet Support Unit (FSU) in support of building technical mastery, Members Required in Uniform (MRU) and Australian Public Service (APS) staff. This will be achieved by providing Commonwealth staff with meaningful positions within the RMC and Supply Chain to build on trade, managerial and leadership skills. Ship's companies will also have opportunities to build their skills through better engagement and utilisation during maintenance periods.

6.4.3.3 Pursuant to clause 3.21 of the SOW, the Contractor shall perform its obligations under this Contract with a view to developing, maintaining and enhancing the competencies and skill sets of Commonwealth personnel.

6.4.3.4 The Contractor shall report at each Status Review conducted under clause 3.4.2 on its performance against the requirements in clauses 6.4.3.

6.4.4 Deployable Capability

Note: The Commonwealth is seeking to develop an expeditionary maintenance and logistics capability that would enable a deployable intermediate maintenance element to be drawn from existing capabilities in a region to support Navy's operational needs in an alternate location.

It is envisaged that this capability would comprise a combined workforce including:

- a. FSU;***
- b. Fleet Logistics Support Element (FLSE);***
- c. Select industry participants (subject to the scope of work); and***
- d. Potentially an RMC/RMP element to manage any package of work.***

6.4.4.1 The Contractor shall establish and maintain a Deployable Capability to support planned and emergent Services for the Products Being Supported under the Contract.

6.4.4.2 The Contractor shall maintain a Deployable Capability comprising:

- a. FSU;
- b. Fleet Logistics Support Element (FLSE);
- c. Select industry participants (subject to the scope of work); and
- d. Potentially an RMC/RMP element to manage any package of work.

6.4.4.3 The capability, capacity and readiness requirements of the Deployable Capability shall be in accordance with the Approved SCMP.

6.4.4.4 The Contractor shall report at each Status Review conducted under clause 3.4.2 on its performance against the requirements in clauses 6.4.4.

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