



Australian Government

Comcare

CONTRACTOR MANAGEMENT: GUIDANCE FOR COMMONWEALTH PCBU'S

*covered by the Work Health and
Safety Act 2011 (Cth)*

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INTRODUCTION

This guide aims to provide information to Persons Conducting Businesses or Undertakings (**PCBU's**) who come under the *Work Health and Safety Act 2011* (Cth) (**WHS Act**). This includes the Commonwealth, a public authority or a non-Commonwealth licensee (referred in this document as **PCBU's**).

This guide gives a general overview on topics such as what reasonably practicable means, how control is an implied element of determining what is reasonably practicable, relying on the expertise of others, consultation, incident notification and construction specific information.

All PCBU's have duties to do what is reasonably practicable to ensure the health and safety of workers and others while they are at work in the business or undertaking. This doesn't change when the PCBU engages other parties to do work for it such as contracting workers/cleaners/maintenance people/electricians/consultants/minor construction works (such as office fit outs) or major construction.

The PCBU might engage these people because they are better skilled and trained to do the work required. There are legal decisions that accept a PCBU (or principal) which engages a contractor to do specialised work may satisfy its health and safety obligations by the act of engaging that contractor. However, there are steps (within the terms of reasonably practicable) that the PCBU (or principal) must take to ensure work health and safety.

The PCBU won't necessarily have the sole responsibility for health and safety requirements in these circumstances. The person a PCBU engages (contract in) will have responsibilities as a worker and may be a PCBU in their own right (including a sole trader) who will be subject to the health and safety laws of their relevant State or Territory. This means they (also as a PCBU) have similar obligations to a Commonwealth PCBU to not put workers and others at risk to health and safety from the work they do. This is termed shared or concurrent duties and both PCBU's need to ensure consultation, co-operation and co-ordination of activities are undertaken (see sections 12B and 46 of the WHS Act).

KEY SECTIONS OF THE WHS ACT RELATING TO CONTRACTOR MANAGEMENT

Section of WHS Act	Topic
s5	Meaning of person conducting a business or undertaking
s7	Meaning of worker
s8	Meaning of workplace
s12B	Duty to consult co-operate and co-ordinate where law of more than one jurisdiction applies
s14	Duties not transferrable
s15	Person may have more than one duty
s16	More than one person can have a duty
s17	Management of risks
s18	What is reasonably practicable in ensuring health and safety
S19	Primary duty of care
s20	Duty of PCBU's involving management or control of workplaces
s28	Duties of workers
s29	Duties of other persons at the workplace
Part 5 Division 1	Consultation, cooperation and co-ordination between duty holders.
s46	Duty to consult with other duty holders
s47	Duty to consult with workers
S272	No contracting out

WHAT DOES REASONABLY PRACTICABLE MEAN IN A CONTRACTOR MANAGEMENT SENSE?

The PCBU must do what is **reasonably practicable** to eliminate or minimise the risks associated with those things over which they have control and must provide the highest level of protection that is both **possible** and **reasonable** in the circumstances.

The test of reasonably practicable is an objective test. It simply means making a judgement call in light of all the facts, considering the state of knowledge about the risk of injury or harm (in question) and means of mitigating it. PCBU's should consider all the following in determining what is reasonably practicable:

- > likelihood of the hazard or risk occurring
- > the consequences or degree of harm that might result
- > what the duty holder ought to know and what the duty holder knows about the hazard (state of knowledge)
- > what is available to eliminate or minimise the risk (on the open market or can be manufactured)
- > its suitability
- > the cost of mitigating the risk
- > any other matters relevant such as other legislation or the capacity to control or influence relevant matters.

Knowledge of hazards and risks also encompasses what the PCBU **ought** to know. This is based on whether a reasonable person in the position of the duty holder would have appreciated or foreseen the risk of the injury or harm to health occurring (*Reilly v Devcon Australia Pty Ltd* [2008] WASCA 84 (**Reilly**)¹).

When a PCBU hires someone (a contractor) to do specialist work that the PCBU does not have the skills for, the PCBU will still need to consult, co-operate and co-ordinate with that party to ensure their work (and the PCBU's work) does not put each other at risk of harm. A PCBU is not absolved of responsibility for their workers merely because someone else also has a duty in respect of them (shared or concurrent duties). The PCBU is required to do what is reasonably practicable to ensure workers and others are protected from hazards (to the extent that they have control over that activity).

A PCBU does not need to take 'every' possible step that it can take, nor does it have to do what could have been done (in hindsight), but rather, whether it was reasonably practicable to have done it.

It is not reasonably practicable to affect a matter over which you have no control (termed capacity to control).

CONTROL OF WORK

Control is a necessary element in the consideration of what is reasonably practicable. The capacity to exercise influence and control over a relevant matter assists in determining what is reasonably practicable.

Control may arise from the legal ability to take control of the work activity, for example, **under the terms of a contract**, or from **the practical ability to do so**, for example, by being able to direct people on site and have those directions followed. That is, what a person does and what they are able to do will determine if they have control.

"For control to exist it must contain an element of **knowledge, skill and experience** and the **ability to recognise** the need for corrective action and the **power** to enforce it" (**Reilly**)².

Example from **Reilly**

The contractor (Tobiassen) had control over the workplace (**general control**), but it was not considered reasonable for them to have the knowledge and skills that a sub-contractor (KEFO) had to carry out specific work (**actual control**), meaning Tobiassen was not in control of the work.

The PCBU needs to consider whether it has general control or actual control over the work being performed. The more control or influence over the work, the greater the steps that need to be taken by the PCBU to discharge the duty irrespective of your level of control you still have an obligation to consult, co-ordinate and co-operate with the contractor throughout the life of the contract.

The legislation did not intend to impose a general obligation to supervise upon a PCBU who has engaged a specialist contractor. The contractors, as specialists in these activities will likely have influence over how the work is undertaken and control over who has access to the worksite.

1 (**Reilly**) at [60]

2 (**Reilly**) at [43]

RELYING ON THE EXPERTISE OF OTHERS

If a PCBU needs to call upon expertise in order to provide a safe workplace, then it should do so. A PCBU is entitled to rely on the expertise of others but that does not absolve the PCBU of its duties. As the PCBU your responsibilities are qualified by the term 'reasonably practicable' as we have discussed. The more control the PCBU has over the work, the more it must take reasonably practicable steps to ensure health and safety as a result of that activity.

The difference in expertise between the PCBU and the contractor is crucial—the greater the difference, the less 'reasonably practicable' it is likely to be for the PCBU to independently identify hazards during the contractor's work.

Relevant factors to consider:

- > the nature and extent of the PCBU's actual control over the work being performed by the contractor
- > the extent of the PCBU's own knowledge and expertise over the work being performed
- > the PCBU's knowledge and understanding of the contractor's level of specialist experience, skill and expertise
- > the PCBU's satisfaction that its contractor's safety management systems are adequate to ensure health and safety.

Where the PCBU relies on a specialist or technical expertise, the PCBU is required to:

- > verify the expert has the necessary expertise for the work
- > verify the expert has their own systems in place for carrying out work safely
- > verify the expert is carrying out that work safely as per their own stated procedures (and not putting others at risk)
- > continue to consult co-ordinate and co-operate with the expert
- > provide appropriate instruction to the contractor.

So, reasonable practicability can be discharged by engaging specialist contractors, if the PCBU assesses the level of control it has over the activity and consequently understands where their duties lie. The level of trust or familiarity between a PCBU and a contractor should not be seen as an excuse to neglect or fail to check on their performance or credentials. Additionally, if the instructions the PCBU provides to the contractor are incorrect or incomplete, the 'protection' provided by engaging an expert contractor is unlikely to be sufficient

CONSULTATION

Consultation should occur vertically with workers in the organisation (s47, WHS Act) and horizontally with other PCBUs (s 46, WHS Act). Remember that the term worker under s7, WHS Act defines 'worker' to include contractors, subcontractors and employees of contractors and subcontractors.

In terms of consultation 'the level of consultation needs to be proportionate to the circumstances including the significance of the WHS issue in question', Tooma (2017, p.39.)³.

The idea of consultation is so that parties obtain an understanding of potential hazards both may place the other at risk of and allow co-ordinated management of risk mitigation strategies for shared hazards. The PCBU should understand the risks from its work activities, however it may not understand the risks that could be introduced by the contracted parties working in the workplace. What is an obvious risk to one party may be unrecognisable by another party as they have no experience or comprehension of the situation.

VERTICAL CONSULTATION

Vertical consultation will usually be between a PCBU, its workers and their representatives. Workers are usually best placed to understand how the system, process or equipment works and can offer the best insight in to what or where things can go wrong. A PCBU may think they know what work activities are undertaken and where the risks might lie, but workers are good at taking shortcuts (it's how our brains are wired) and what you think is occurring and what is actually occurring in the workplace could be very different.

Consultation should be with all workers – it is important that contractors are not segregated from other workers. If workers are represented by Health and Safety Representatives (**HSR's**), consultation must involve those HSRs. The WHS Act identifies matters when consultation must be carried out with workers (see s 49, WHS Act) but does not limit the PCBU to just those items. A PCBU can consult with workers when, and as required. It is easier to consult regularly than on a case-by-case situation.

HORIZONTAL CONSULTATION

This is when you need to consult, co-ordinate and co-operate with other PCBU's (who may be another Commonwealth PCBU or regulated by State or Territory WHS/ OHS legislation). This could be the business who provided you with labour hire workers, or you may be in the circumstance where there are multiple tenants in the building.

The objective of consultation is to make sure everyone associated with the work has a shared understanding of what the risks are, which workers are affected and how the risk will be controlled. This consultation will determine which health and safety duties are shared and what each person needs to do to co-operate and co-ordinate activities with each other to comply with their health and safety duty⁴.

Relying on another business (the contracted party) to comply with their duties and obligations under relevant WHS legislation does not automatically result in compliance from a Commonwealth PCBU's end. You will need to verify they are doing what they said they would do. This monitoring step is to ensure contractors WHS systems are current and relevant for the work they are conducting.

Consultation, co-operation and co-ordination might include:

- > Reaching an agreed understanding of expected deliverables and safety expectations.
- > Developing a clear scope of work – break scope down into activities.
- > Clarifying any restrictions on work – time of day, types of materials, specific tools, licence requirements etc.
- > Agree on the monitoring/review/reporting approach for safety/work activities/deliverables - could be via meetings, audits or some other agreed means.
- > Establish a contractor register and induction process to know who is onsite when.
- > Agree process/induction etc. for contractor engaging contractors and supervision of new workers to site (site specific risks).
- > Involve HSR's in consultation—ensure two-way communication—seek involvement.
- > Sight evidence of information training, instruction and supervision having been provided.

See the Work Health and Safety Consultation, Co-operation and Co-ordination Code of Practice 2015 for further examples and information.

³ Tooma, M. 2017, "Due diligence series – Horizontal and Vertical consultation 2nd edition", CCH Australia Limited.

⁴ Pp. 18-19 Work Health and Safety (Work Health and Safety Consultation, Co-operation and Co-ordination) Code of Practice 2015

INCIDENT NOTIFICATION

If a notifiable incident occurs out of the conduct of the business or undertaking in which a contractor is carrying out work on behalf of a Commonwealth PCBU, then normal incident notification requirements apply. It may be that after reviewing the incident Comcare takes no further action on the notification if the PCBU did not have any actual control over the work that gave rise to the incident. Your obligation (as the PCBU) is to ensure you have a process in-place with your contractor(s) to ensure you are notified of any incidents and who will notify Comcare. The contractor may also have an obligation to notify their relevant State or Territory regulator of the incident as well.

If in doubt notify the regulator.

KEY POINTS FOR THE PCBU

- > A PCBU cannot contract out its WHS duties (ss14, and 272, WHS Act).
- > A PCBU needs to ensure that the contractor has the specified knowledge it claims to have, that they have appropriate safety systems in place and that, so far as it is possible, to test the contractor is complying with their systems (some sort of monitoring or verification process via your own contractor management system).
- > The contractor is usually limited by the instruction it is given by the PCBU
e.g. if you are contracting someone to build a building on your site then you need to explain the risks associated with that site such as contamination, chemicals, unusual building materials etc. For example, if asbestos is present and the contractor is not advised, they may create a situation that exposes workers and other persons to the risk of exposure to asbestos.
- > The difference in expertise between the PCBU and the contractor is crucial—the greater the difference, the less ‘reasonably practicable’ it is likely to be for the PCBU to independently identify hazards during the contractor’s work.

CONSTRUCTION WORK

ADDITIONAL PROVISIONS APPLICABLE TO CONSTRUCTION WORK UNDER THE *WORK HEALTH AND SAFETY REGULATIONS 2011* (CTH) (REGULATIONS)

Regulation	Topic
chapter 6	Construction work
292	Meaning of construction project
293	Meaning of principal contractor
297	Management of risks to health and safety
307 (b)	Application of Part 6.4

PCBU AS PRINCIPAL CONTRACTOR: CONSTRUCTION PROJECTS OVER \$250,000 (NOT HIGH-RISK CONSTRUCTION WORK)

A PCBU undertaking construction work as defined in Chapter 6, of the WHS Regulations, will have additional duties to those already applicable under s 19, WHS Act.

Specifically, a PCBU will need to manage risks associated with the construction project in accordance with Part 3.1, Regulations (see r297, Regulations) and Part 6.4, Regulations – additional duties of principal contractor (in addition to Part 6.3, Regulations – duties of PCBU).

Regulation	Topic
297	Management of risks to health and safety
308	Signage identifying principal contractor
309	The principal contractor must prepare a written WHS management plan containing items provided at r 309(2), Regulations and keep a copy for the duration of the construction project (r 313, Regulations)
310	Make others aware of the WHS management plan
311	Keep the WHS management plan up to date and make others aware of those revisions
312	When construction involves high risk, construction work Safe Work Method Statement (SWMS) must be obtained
313	Keep a copy of the WHS management plan for the duration of the construction project
314	Specifically address to ensure compliance to Divisions 2 to 5 and 7 to 10, Part 3.2, Regulations and Part 4.4, Regulations
315	Further duties for specific risks (such as disposal of construction material, storage of plant, traffic management and essential service as the workplace)

PCBU AS PRINCIPAL CONTRACTOR: CONSTRUCTION PROJECTS OVER \$250,000 (HIGH RISK CONSTRUCTION WORK)

High risk construction work (as defined in r 291, Regulations) also requires compliance to Division 2 of Part 6.3, Regulations by the PCBU (in addition to that listed above). This division covers the requirement to prepare, check, make available and give copies of safe work method statements (SWMS) to relevant parties including the Principal Contractor.

Regulation	Topic
299	Prepare a safe work method statement for construction work before it commences
300	Check compliance to SWMS

PCBU ENGAGING ANOTHER PARTY TO BE PRINCIPAL CONTRACTOR: CONSTRUCTION PROJECTS OVER \$250,000

If you are a PCBU and you engage someone else to undertake construction work on your behalf the hired party becomes the principal contractor. It is likely the principal contractor and /or sub-contractors may come under the State or Territory WHS/OHS legislation, depending on the circumstances.

As the PCBU you have duties to consult, co-operate and co-ordinate and to do what is reasonably practicable to eliminate or minimise risks associated with those things over which the PCBU has control. See all previous sections in the guide.

CONTRACTOR MANAGEMENT EXAMPLES

Note in any scenario there are many variables that can apply, many 'what if' questions that change the outcome. In the interests of simplicity these examples try to minimise the variables and illustrate specific issues. Every situation needs to be considered on its own merits.

Scenario 1

A PCBU contracts in labour hire workers to maintain vehicles. The PCBU supplies the maintenance shed (workplace), plant and equipment and a manual on how to maintain each vehicle. The PCBU does not provide any supervision or further instruction to the contractors.

Interpretation

The last sentence on supervision influences what might be considered reasonably practicable for the PCBU to do with regards to ensuring the safety of all workers (including contractors). "For control to exist it must contain an element of knowledge, skill and experience and the ability to recognise the need for corrective action and the power to enforce it" (Reilly at [43])⁵. The greater the level of actual control over the contractors work activities the greater the active steps the PCBU must take to ensure health and safety.

Although this example states the PCBU takes no further part in the work activity (other than its obligation to maintain the plant, processes and workplace) if a (non -contracted) worker of the PCBU were to enter the worksite and had the knowledge, skill and experience to recognise the need for corrective action and instructed the contracted workers to cease work or perform the work another way and the workers complied then the PCBU has a high level of actual control over the work. If however, the workers deferred to their supervisor (being the contractor) to verify what the PCBU worker has said, then the PCBU has less control over the workers and the contractor has greater control.

Alternatively, if a PCBU worker enters the worksite having no skills or knowledge of the vehicle maintenance activity they could not reasonably be expected to notice if any corrective actions were warranted (for example if the wrong tools were being used).

Irrespective, if a worker of a PCBU sees something they believe is not right then they should talk to the supervisor (contractor) about their concerns. The contractor can then review the situation considering their expert level of knowledge and skill.

Therefore, ongoing consultation, co-operation and co-ordination are vital elements of contractor management. Each party needs to be very clear on their responsibilities, accountabilities and what each is bringing to the contract.

Actions

Things the PCBU can do:

- > Consult with the labour hire company to source relevant skilled and trained workers and verify credentials.
- > Conduct risk assessments for the vehicle maintenance process, plant and the worksite. Share and discuss this information with the labour hire company.
- > Identify any concurrent duties with the labour hire company.
- > Be clear on the scope of work. Considering other things such as whether the contracted labour is to supply their own tools.
- > Verify the safety management system of the labour hire company.
- > Verify the work is being undertaken as agreed.

5 (Reilly) at [43]

Things the labour hire company can do:

- > Consult with the Commonwealth PCBU to ascertain risks to workers (from plant, processes, chemicals, etc).
- > Ensure relevant safe operating procedures (SOP's) are in place.
- > Agree who will supervise/train workers.
- > Ensure workers receive training.
- > Identify concurrent duties with the Commonwealth PCBU.
- > Changes to plant or operations are reflected in SOP's.
- > Consider any language barriers to workers understanding written or oral instruction.

Scenario 2

A PCBU hires a construction company as the principal contractor to build a new building on land within the PCBU's precinct.

Interpretation

Construction of a building does not appear something the PCBU would have the knowledge, skills or experience to undertake. Consequently, the PCBU calls in expertise that it lacks in the form of a building contractor (being the principal contractor).

The greater the level of actual control over the contractors work activities the greater the active steps the PCBU must take to ensure health and safety. "For control to exist it must contain an element of knowledge, skill and experience and the ability to recognise the need for corrective action and the power to enforce it" (Reilly [at 43])⁶.

In this example the PCBU has no knowledge, skills or experience in building construction, therefore it would have a very low level of control over the work and the worksite. Subsequently what reasonably practicable steps the PCBU can take to ensure health and safety of contracted workers may also be limited as the contract workers are within the confines of the building site, over which the PCBU has no control (i.e. it is fenced and isolated).

It is highly likely that the principal contractor would take possession of the place where works are being carried out and will have management and control over the workplace.

Actions

Things the PCBU can do:

- > Even if the PCBU relies on the building company (as a specialist or technical expert) the PCBU is required to:
 - verify the building company has the necessary expertise for the work (such as licences, qualifications, level of experience etc)
 - verify the building company has their own systems in place for carrying out work safely,
 - verify the building company is carrying out that work safely as per their own stated procedures (and not putting others at risk)
 - continue to consult co-ordinate and co-operate with the building company.
- > Access and egress to the worksite is still a consideration for the PCBU as people may still be in the vicinity. This should be discussed with the principle contractor to ensure both parties understand who is responsible for what.
- > Verify if work being performed will have an impact on the immediate surroundings, e.g. dust, noise, falling objects, crane and tower work etc.
- > The PCBU should disclose any information they are aware of that might put people at risk from the site such as asbestos or chemical contamination.

Things the construction company can do:

- > Consult co-ordinate and co-operate with the PCBU.
- > Provide reports to the PCBU sharing information on WHS issues and how they are addressing hazards.
- > Discuss access and egress management with the PCBU.
- > Ensuring fencing and barricades are in place and continue to act as a deterrent to keep unauthorised people out of the construction site.
- > Consult with workers on site.

6 (Reilly) at [43]

Scenario 3

A PCBU has entered into a contract for cleaning services where the contractor provides the labour, equipment, and chemicals. Services are to be provided out of normal business hours.

Interpretation

The greater the level of actual control over the contractors work activities the greater the active steps the PCBU must take to ensure health and safety. "For control to exist it must contain an element of knowledge, skill and experience and the ability to recognise the need for corrective action and the power to enforce it" (Reilly at [43])⁷.

In this scenario the PCBU has limited control (if any) over the actual work activity (the contract stipulates work is to be carried outside of normal working hours), however, the PCBU still needs to be satisfied that the cleaning is completed so it doesn't place any workers at risk of harm. This could be from a failure to remove waste, a failure to clean toilets thoroughly or leaving chemical residue on surfaces.

Actions

Things the PCBU can do:

- > Be clear on the scope of work. Set expectations as to how often cleaning services are to be carried out (for example food garbage bins should be emptied daily, whilst vacuum cleaning might be every few days/once a week etc).
- > Verify what chemicals the contractor plans to use and obtain copies of applicable Safety Data Sheets. Your workers may have sensitivities or allergies to chemicals and you need to know what will be used where in case of a reaction.
- > Verify what training the cleaners have had in understanding the use of the chemicals.
- > Verify storage requirements for chemicals. Often contractors buy in bulk and will decant into smaller containers. All chemical should be clearly labelled and not stored in used containers such as coke or milk bottles.
- > Verify how the contractor intends to ensure health and safety whilst onsite e.g. working alone after hours, emergency contacts, checking in, building alarms and other communication options.

Things the cleaning contractor can do:

- > Understand the contract requirements.
- > Ensure workers understand and can carry out the task (take language barriers into account).
- > Provide and maintain equipment.
- > Notify the PCBU if changes to the type of chemicals used are made (workers may have sensitivities or allergies to chemicals).
- > Label all chemical and store them as per the safety data sheets (not in used containers such as coke or milk bottles).
- > Secure access to chemical storage and equipment rooms.
- > Ensure the safety of its workers in isolated or single worker locations and establish effective and reliable communication protocols e.g. mobile phones, two-way radios, panic buttons, check in procedures etc.

7 (Reilly) at [43]

Scenario 4

A PCBU hires temporary Information Technology (IT) staff to carry out its work.

Interpretation

The contractors (labour hire workers) are undertaking work that is relevant to the PCBU's undertaking. The PCBU is providing the workplace, equipment training and supervision of the IT contractors. This scenario is reasonably straightforward as the IT contractors are likely to fall within the definition of workers under the WHS Act. The labour hire company also retains its duty to keep its workers safe and healthy whilst working for the PCBU.

The greater the level of actual control over the contractors work activities the greater the active steps the PCBU must take to ensure health and safety. "For control to exist it must contain an element of knowledge, skill and experience and the ability to recognise the need for corrective action and the power to enforce it" (**Reilly** at [43])⁸.

Actions

Things the PCBU can do:

- > Consult with the labour hire company to source relevant skilled and trained workers and verify credentials.
- > Provide induction to the work site and any relevant hazards and risks to the contract IT workers.
- > Provide supervision and guidance including how relevant policies and procedures apply in addition to basic induction.
- > Involve workers in consultation.

Things the labour hire company can do:

- > Be satisfied that the PCBU you are placing your people in have processes and procedures in place to manages workplace health and safety.
- > Ensure your workers understand their obligations under the WHS legislation as well as health and safety duties owed by the labour hire company.
- > Check in with IT workers to verify they are not experiencing any issues or have any concerns.

8 (**Reilly**) at [43]

Scenario 5

A PCBU is having part of its workplace renovated and refitted. A business has been hired to undertake the building works. Some of this work will need to occur during business hours but most will be completed after hours.

Interpretation

The greater the level of actual control over the contractors work activities the greater the active steps the PCBU must take to ensure health and safety. "For control to exist it must contain an element of knowledge, skill and experience and the ability to recognise the need for corrective action and the power to enforce it" (Reilly [at 43])⁹.

The PCBU although not having any control over the refurbishments work activities, does however need to ensure the health and safety of its own workers throughout the refurbishment process. This could be from electrical hazards, noise, odours, slips trip and falls etc. This will require constant consultation with the contracted firm to understand what work is occurring when and what hazards will be presented as a result.

Actions

Things the Commonwealth PCBU can do:

- > Consult regularly with the contractor to understand what work is occurring when.
- > Advise workers of any planned interruption to services such as electricity.
- > Update workers on progress so they are aware of what is happening and who to expect in the building at what times.
- > Ensure access to the work site is limited to necessary personnel only.
- > Review any complaints raised by workers and discuss with contractor where relevant.
- > Consider whether other persons who might need to enter or leave the workplace. How will you advise them of potential hazards?

Things the contractor can do:

- > Ensure access to the worksite is restricted. Might need signage, barricades etc.
- > Advise the PCBU of any changes to the schedule. For example, if painting is to occur earlier than planned the PCBU can advise workers when painting is to commence and move any people with sensitivities to odours.
- > Advise if materials to be used differ from that in the contract. Materials can give off volatile organic compounds which some people can be sensitive to.

⁹ Reilly at [43]

ADDITIONAL RESOURCES

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Work Health and Safety (How to manage Work Health and Safety Risks) Code of Practice 2015

<https://www.legislation.gov.au/Series/F2016L00414>

Work Health and Safety (Work Health and Safety Consultation, Co-operation and Co-ordination) Code of Practice 2015

<https://www.legislation.gov.au/Series/F2016L00408>

Work Health and Safety (Construction Work) Code of Practice 2015

<https://www.legislation.gov.au/Series/F2016L00394>

SAFE WORK AUSTRALIA

How to determine what is reasonably practicable to meet a health and safety duty

<https://www.safeworkaustralia.gov.au/doc/how-determine-what-reasonably-practicable-meet-health-and-safety-duty>