



KALGOORLIE CONSOLIDATED GOLD MINES



WORKING AT KCGM

Requirements for Contractors

Revision 9

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1.0 Foreword

Welcome to Kalgoorlie Consolidated Gold Mines Pty Ltd (KCGM).

This “**Working at KCGM**” handbook has been compiled by drawing upon the experience of many people from various disciplines and is provided to highlight conditions and work practices on Site, and in particular, those that may cause physical harm to people, or impact on the environment and community. The occupational health, safety and welfare of all personnel on Site are of prime concern to KCGM and is committed to providing a safe workplace.

KCGM promotes a Core Values based culture to encourage behaviour consistent with Site expectations and to reward and recognise this behaviour. Core Values should be used to guide everyone’s actions, behaviour and decision-making every day.

KCGM operates in accordance with the following core values:

- **Lead in safety, the environment and social responsibility** - Set, maintain and continually improve standards by being conscious of the impact of the actions that you and those around you take;
- **Behave like an owner** - Treat people, equipment and other things as your own and show you really care;
- **Act with a sense of urgency** - Get the job done in a safe, timely manner by prioritising, using initiative and using available resources effectively;
- **Be a team player** - Work together to achieve the same goal by respecting, communicating and contributing in an honest, open, supportive and trusting environment;
- **Continually improve** - To remain profitable and competitive we need to be open to change and positively evolve; and
- **Deliver results** - To consistently deliver on identified targets and objectives.

All KCGM employees and Contractors are required to understand their roles and responsibilities with regards to Occupational Health and Safety, and Environment and Social Responsibility management. This includes following procedures, understanding legal requirements or the potential impact on the community of your work. Risks must be identified and controlled in accordance with documented processes.

In turn KCGM considers that it is the duty of the Contractor:

- to be responsible for and to establish its own safe working practices that ensure the safety of each Employee;
- to work safely and to comply with KCGM’s rules and operating procedures;
- to be responsible for compliance with all the Laws applicable to the Work Site, including the Mines Safety and Inspection Act; and
- to rectify and report to the Superintendent any unsafe act or condition observed.

Please work safely, considerately, and remember that an effective health and safety program will benefit us all, consistent with our safety and health vision of every person going “Home safe every day”.

Further, this handbook records the responsibilities of the Contractor so that KCGM’s business relationship with the Contractor is based on cooperation and a mutual desire to achieve the best possible results.

Ian Butler
General Manager

2.0 Introduction

This Handbook will form an integral part of the Agreement between KCGM and the Contractor for the performance of Works by the Contractor. Adherence to the requirements contained within the Handbook is mandatory.

The Contractor should direct any queries concerning the Handbook to their Contract Superintendent.

All Contractors and Employee's under your control must comply with the KCGM Policy:

- Comply with legal requirements and commitments;
- Deliver on objectives and targets;
- Identify risks and implement appropriate control measures;
- Engage with internal and external stakeholders;
- Select appropriately qualified and competent people;
- Implement and maintain the KCGM Integrated Management System (KIMS);
- Provide authority, resources, training and equal employment opportunities;
- Prevent injury, illness, pollution, discrimination, bullying and harassment;
- Measure and monitor our activities and report results;
- Undertake regular inspections, audits and assessments;
- Conduct business with honesty, integrity and ethical behaviour;
- Review the effectiveness of our systems, controls and targets;
- Respect human rights and indigenous culture;
- Communicate openly about our performance; and
- Drive continuous improvement.

The requirements in the Handbook are in addition to and are not intended to replace or alter any Law applicable to the Agreement, the Works or the Work Site.

3.0 Disclaimer

KCGM has endeavoured to provide correct information in the Handbook. However, the Contractor must satisfy themselves as to the currency, accuracy and sufficiency of any information contained in the Handbook.

In executing the Agreement with KCGM, the Contractor acknowledges that:

- although the Handbook contains, among other things, information concerning KCGM's requirements for the performance of the Works, neither KCGM nor any of its directors, officers, advisers, employees or agents guarantee the correctness of this information and make no representation or warranty, express or implied, that any statement in the Handbook will prove correct; and
- the Contractor has relied solely on its own investigations, enquiries and calculations in respect of KCGM's requirements for the performance of the Works and the accuracy of the information contained within the Handbook and the Contractor is satisfied as to the accuracy of the information contained within the Handbook.

4.0 Definitions and Interpretations

4.1 Definitions

In the Handbook, except where the context otherwise requires:

Term	Definition
Agreement or Contract	means the agreement or contract (as amended or varied from time to time) between KCGM and the Contractor for the performance of the Works
Contractor	means the party to the Agreement or under purchase order other than KCGM
Contractor's Representative	means the person appointed by the Contractor to supervise the Works on behalf of the Contractor
Employee	means any natural person, being an agent, employee, contractor, labour hire, consultant or invitee of the Contractor or of any subcontractor engaged by the Contractor and, if the Contractor or any of its subcontractors are natural persons, those persons as well
Equipment	means generally all the stationary and mobile plant and equipment, motor vehicles, machinery, power and hand tools, scaffolding, instruments and all other things necessary for the performance of the Works
Handbook	means this document
HSR	means Hazardous Substance Register
Incident Reporting System	means an electronic reporting system used by KCGM
KCGM	means Kalgoorlie Consolidated Gold Mines Pty Ltd
KIMS	means KCGM Integrated Management System which outlines how KCGM manages and minimises Occupational Health, Safety and Security (OHS) and Environment and Social Responsibility (ESR) risks
Incident Reporting System	means an electronic reporting system used by KCGM
Law	means: <ol style="list-style-type: none"> (1) Commonwealth and Western Australian government legislation, including regulations, by laws and other subordinate legislation including the Mines Safety Inspection Act 1994 (WA) and the Mines Safety and Inspection Regulations 1995 and any applicable laws which may be enforced after the publication of this document; (2) common law; (3) requirements of Commonwealth, State and local government or statutory authorities or departments (including certificates, consents, licences, permits and approvals and related conditions); (4) guidelines of the Commonwealth, Western Australian or local government or statutory authorities or departments with which the Contractor is required to comply; and (5) applicable codes of practice, and includes any amendment, replacement or re-enactment.
Occupational Health and	meaning either the contractors safety qualification or the

Safety Management Plan	occupational safety plan for the works carried out
Safety Management System	meaning information contained within the Safety Management Plan, safety policies, Standards, procedures and/or the contractor safety qualification (CSQ)
Standard	means any policy, plan, safety standards, procedure, critical standard, regulation or guideline of or issued by KCGM
Roster	means a number of continuous shifts
S&ER	means the Sustainability and External Relations department
Safety Plans	means the Corporate Plan and the Site Plan referred to in clause 8.0
Shift	means a period of work carried out by a worker
Site	means any real property under the control of KCGM
Site Safety Advisor	means the person appointed by KCGM to represent KCGM with respect to work, health and safety matters within an area of the Site
Site Superintendent	means the person appointed by KCGM to represent KCGM with respect to any thing within an area of the Site
Superintendent	means the person named in the Agreement as Superintendent or the person appointed by KCGM to represent KCGM with respect to the Agreement or the Works
Work	means any act or action required to perform or complete the Works
Work Site	means any area of the Site where the Works will be or are performed by the Contractor
Works	the whole of the work or services required to be performed in accordance with the Agreement

4.2 Interpretations

In the Handbook except where the context otherwise requires, reference to:

- one gender includes the others;
- the singular includes the plural and the plural includes the singular;
- a person includes a body corporate;
- a party includes the party's executors, administrators, successors and permitted assigns;
- a statement, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time;
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (iii) another regulation or other statutory instrument made or issued under that Statutory Provision;
- money is to Australian dollars, unless otherwise stated; and
- "Including" and similar expressions are not words of limitation.

Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

Headings of any table of contents or index are for convenience only and do not form part of the Handbook or affects its interpretation.

A provision of the Handbook must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Handbook or the inclusion of the provision in the Handbook.

Unless the contrary intention appears, where a word or expression is defined or given meaning in the Agreement, that word or expression has the same meaning when used in the Handbook.

5.0 Contractors General Obligations

All costs incurred by the Contractor in complying with any provision of this Handbook will be at the Contractor's own cost.

The Contractor must at all times perform its obligations under the Agreement with the highest regard and commitment to health and safety and ensure that it does so at least to the minimum standard required by Law.

The Contractor must comply with all Law applicable to the Works and to the Work Site.

The Contractor must:

- make itself and must ensure that each of its subcontractors and Employees is at all times fully familiar with and complies with all Policies; and
- at all times during the performance of the Works comply with all of the directions and instructions of KCGM and the Superintendent in relation to any of its Policies and health and safety matters.

If KCGM or the Superintendent considers that any of the Contractor's methods of performing the Works are unsafe or constitute a hazard to any Employee or is environmentally unacceptable, the Contractor must at its own expense, if directed by KCGM or the Superintendent, modify its methods of performing the Works.

6.0 Site Access

6.1 Responsibilities

The Contractor must prepare and submit to KCGM's Site representative in respect of each Employee:

- a KCGM Pre-Commencement Work Clearance form (including drug and alcohol screening), , not less than three (3) months old
- a KCGM Search Consent Form
- an Australian National Police Clearance, not less than three (3) months old;
- all medical clearances and r assessments required by KCGM; and
- a copy of the Employee's Drivers' Licence if operating a vehicle on the Site.

Each of the forms listed above must be submitted simultaneously to KCGM prior to any inductions commencing or accessing the site.

6.2 Approvals

Site access is subject to the completion by the Contractor of the completed forms referred to in clause 6.1 and acceptance by KCGM of the contents of the forms. The forms referred to in clause 6.1 must be provided to KCGM at least 48 hours in advance of required entry to the Site.

Delays in obtaining inductions and being granted Site access may occur if:

- the Contractor fails to submit all of the forms referred to in clause 6.1; or
- the forms provided by the Contractor are incomplete or have been incorrectly completed.

Only Apprentices will be allowed onsite under the age of 18. Any apprentice coming on Site must also obtain a National Police Clearance before entering Site.

Approval for access to Site by an Employee is not automatic and is subject to compliance with the provisions of any applicable KCGM policies and procedures, KCGM's current operational requirements and Site conditions.

The entry of any Employee to Site without KCGM's prior approval will be treated by KCGM as trespass and appropriate action will be taken.

6.3 Refusal of access

At any time KCGM may refuse or withdraw access to Site including, among other things, if the Employee has not:

- met the fitness for work conditions both before commencing work and if identified whilst carrying out work on Site; and
- unacceptable safety practices and/or performance.

Equipment that is not to be utilised in the performance of Works by the Contractor may not be permitted to be brought on to Site.

6.4 Issue of site access cards

Following satisfactory submission and acceptance of all the required pre-commencement paperwork and the relevant Site induction, a Site access card will be issued to each Employee. The site access card will facilitate Site entry that is applicable to the individual's inductions and access requirements.

Employees' entering Site must have a valid access card on their person at all times.

The Contractor must ensure that Site access cards issued to any Employee are returned at the completion of the Works or upon the termination by the Contractor of its employment or engagement of any Employee.

Security must be notified immediately of all lost and stolen Site access cards. A reasonable charge for the non-return of cards at the agreed time may be invoiced to the Contractor.

6.5 Insurances

The Contractor must ensure that all insurances which the Contractor is required to effect both at law and under the Agreement are affected before seeking Site access for any Employee. KCGM will not conduct inductions for any Employee where evidence (in the form specified by the Agreement) of the existence and currency of the required insurances has not been provided to KCGM.

Whilst the Contractor is engaged in Works or Services at KCGM, the Contractor must ensure to provide updated insurance certificates of currency information to the KCGM Supply Chain Management area upon renewal of insurance. Upon request by KCGM, the Contractor must provide relevant insurance policies.

6.6 *Vehicle access*

Contractors requiring vehicles to access operational areas of the Site, must comply with the requirements of the Vehicles Specification procedure as directed by the Superintendent.

All vehicles and mobile equipment are as a minimum, to comply with Australian standards and the West Australian Mining Safety Inspection Act and Regulations.

Vehicles and mobile equipment must be selected, equipped, operated and maintained in a way that is fit for purpose, safe and protects personnel from harm.

In addition, the traffic management plan (TMP) for the work area in which the Contractor is working must be adhered to and complied with at all times.

7.0 *Site security*

7.1 *Co-operation*

During the performance of the Works, the Contractor must adhere to KCGM's security regulations and comply with any instruction or direction relating to Site security or an emergency situation given by KCGM's appointed nominee.

KCGM is subject to security procedures for the protection of Employees, equipment, information and material. All Employees will be required to acknowledge these security procedures at the time of induction.

7.2 *Right to search*

KCGM's Security and First Aid Supervisor or authorised security officers may search any person present at Site by scanning; which is a non-invasive waving with a metal detector, and may request the presentation of bags and other belongings for inspection.

The Work Site, any office, storage facility or Equipment (including vehicles) may also be searched.

Refusal of a random search request may result in withdrawal of Site access for the person involved.

7.3 *Unauthorised removal of property*

The removal from Site of any item including; any confidential information not the property of the relevant person, or for which approval to remove has not been given by KCGM, will be treated as unauthorised removal and may be subject to police investigation.

An incident of unauthorised removal of property may result in withdrawal of Site access for the person involved.

7.4 *Access to work areas*

KCGM or the Superintendent must at all times have and be permitted to have full, free and unlimited access to the Work Site.

8.0 Safety

8.1 *Safety Management System*

Prior to the commencement of Works, the Contractor must provide to the Superintendent upon request a copy of their Occupational Health and Safety Management Plan, inclusive of the area or project specific safety plan for the performance of the Works.

The Safety Management System must be consistent with KCGM's Occupational Health and Safety Standard (available via KCGM Integrated Management Systems "KIMS"), and adequately ensure:

- the health and safety of the Employees in the performance of the Works;
- that persons are not exposed to risk arising from the performance of the Works;
- compliance with all applicable work health and safety Laws;
- compliance with all applicable guidance notes and codes of conduct as issued by WorkSafe WA or the Department of Mines and Petroleum (WA) from time to time; and
- compliance with relevant Australian standards and/or Australian New Zealand standards and all applicable state and federal law.

The Safety Management System must include as a minimum, without limitation, rules in relation to compliance with applicable legislative requirements relating to occupational health and safety, safe work methods, and the safe performance of the Works, a drug and alcohol policy in accordance with KCGM's Standards, the Contractor's Equipment and other items and facilities brought to the Site by the Contractor.

In addition to the ongoing annual review of the Contractor's Safety Management Systems, an external and independent third party audit of its Safety Management System may be directed by the Superintendent as deemed necessary. The review must be in the form of an assessment and a written report, a copy of which must be forwarded immediately to the Superintendent. KCGM reserves the right to perform an audit of the Safety Management System to ensure compliance with Site Standards.

The Superintendent may reject any revisions proposed to the Site Safety Management System arising from the Contractor's review and audit, and may direct the Contractor to re-submit or modify aspects of its Safety Management System if, in the opinion of the Superintendent, the Site Safety Management System does not comply with any of KCGM's policies and procedures relating to the Works or Site safety.

8.2 *Responsibilities and accountabilities*

The Contractor acknowledges and agrees that the Contractor is paid to perform, and is responsible for the performance of, the Works and that KCGM has limited ability to control the system of work and daily performance of the Works.

As a result of KCGM's limited ability to control the system of work employed by the Contractor to perform the Works, the Contractor will, to the extent permitted by law, be responsible for all Occupational Health and Safety (**OHS**) issues associated with the Contractor's performance of the Works. This responsibility will include ensuring that the system of work complies with relevant Australian standards and/or Australian New Zealand standards and all applicable state and federal law including ensuring the safety and protection of the Employees, the public and all other people at the Site and for the protection of the property of KCGM, the public and third parties.

The Contractor must designate a qualified Employee on site to provide health and safety direction for the Contractor of which the name and contact details of the Employee must be provided to the Superintendent. On large, complex projects and/or shutdowns where the Contractor deploys more

than 50 Employees or where the Superintendent determines it applicable due to the risk and nature of the Works, the Contractor must appoint at least one full time occupational health and safety officer on the Site at any one time. The name, qualifications and rostering of each of the Contractor's appointed occupational health and safety officer(s) must be provided to KCGM prior to that person's commencement on Site.

8.3 Life Saving Rules

The below fundamental rules are in place to save lives, and are **mandatory** for all KCGM personnel, Employees, Contractors and visitors.

Any incidents that involve failure to follow the Life Saving Rules will be investigated and reviewed by KCGM senior management upon completion of the investigation. Any breach of these rules could result in a life threatening situation; and will result in disciplinary action that may include termination for KCGM personnel or removal of Site access for Contractors or visitors.

Any breach may also be a contravention of Laws which may be dealt with either by the Civil or Criminal Courts in Western Australia.

The Life Saving Rules which must ALWAYS be followed without exception:

1. I will never work on equipment without all energy sources being positively isolated.
2. I will never enter a confined space without training and authorisation.
3. I will never work at heights without fall protection or fall prevention.
4. I will never bypass, disable or inhibit a safety protection device without authorisation.
5. I will never operate equipment without authorisation.
6. I will never walk or position myself under a suspended load.
7. I will never enter an open stope or position myself under unsupported ground.

8.4 Health surveillance of Employees

Prior to the commencement of Works the Contractor must establish, and afterwards maintain throughout the term of the Agreement, a Health Surveillance Program (HSP) for Employees, in accordance with the requirements of all Laws. The Contractor must keep Health Surveillance Records (HSR) in accordance with its HSP for each of its employees for a minimum of three (3) years.

The Superintendent may allow the Contractor to use KCGM's services and facilities for ongoing health assessment purposes.

The Contractor must ensure that prior to seeking Site access for any Employee that a medical assessment has been completed and that the Employee is deemed fit for work.

8.5 Inductions

The Contractor must ensure that before any Employee enters the Site that Employee has satisfactorily completed any site inductions as deemed relevant by KCGM.

Visitors who are on Site for a short period and will not be involved in any physical work on Site must view a visitors presentation before entering the Site. The Contractor must ensure that visitors are escorted at all times by a person that has completed all required inductions for the area to be visited.

All Contractor Employees must undertake the KCGM online general induction and, where required, a Site-specific induction. Site-specific inductions are required when working at the Fimiston Processing Plant, Open Pits, Gidji Processing Plant and Mt Charlotte operations.

Refer to the relevant KCGM representative associated with the Works or services to complete the relevant documentation, as outlined in the KCGM Site Access Procedure.

Specific Fimiston Plant and Gidji Plant shutdown inductions will be held leading up to a planned shutdown. The details of the inductions required by each Employee will be sent out by KCGM to each respective Contractor.

The visitors presentation, general induction and area-specific inductions for the Fimiston Plant and Open Pits must be completed online prior to accessing site. Online completion does not automate access to Site. Those completing online inductions must still present to the Security gatehouse upon arrival to Site to be issued with a valid site access swipe card.

The expiry of the validity of the KCGM general induction will prohibit any Employee from entering the Site. The general induction is valid for a period of two (2) years. The expiry of the validity of a Site-specific induction will prohibit any Employee from entering the specific area of the Site to which that Site-specific induction relates.

8.6 *Training and competency*

The Contractor must ensure that each Employee has had or is provided with adequate training and adequate supervision to enable them to undertake all tasks required of them in a safe manner.

The Contractor must ensure that no person under its control operates any Equipment on Site unless that person has been adequately trained, instructed, tested and certified in the operation of that Equipment.

Current certificates of competency, licences or permits to operate Equipment must be available at any time for inspection at any time by the Superintendent. The Contractor must ensure that any Employee driving Equipment to be registered for use on public roads holds a current Western Australian driving licence with the appropriate classification.

The Superintendent may direct the Contractor to modify its instruction and training programs in respect of any Equipment at any time during the Agreement if the Superintendent considers that those instruction and training programs do not meet the KCGM's requirements for safe operation of Equipment or safe working or operating practices on Site.

The Contractor must maintain an up to date and accurate register containing details of the induction, training, authorisations, certificates of competency and licences that each Employee has obtained. The register must also include details of each Employee's previous work experience. The Superintendent may inspect and take a copy of the register at any time.

The Contractor must ensure that no Employee operates any Equipment or any vehicle, plant or equipment on the Site, unless it holds the necessary licences, permits, endorsements or other certificates required by Law to operate that Equipment, vehicle, plant or equipment. The Contractor must also ensure that all directions given by the Principal or the Superintendent in regards to operation of the Equipment or a vehicle, plant or equipment on Site, are complied with.

The Contractor must ensure that any Employee whose licence, permit, endorsement or certificate to operate Equipment or any vehicle, plant or equipment, expires or is rescinded for any reason is not permitted to operate that Equipment, vehicle, plant or equipment on the Site. The Contractor is required to provide written advice of any such suspension or cancellation to KCGM within 24 hours.

8.6.1 *Tickets and Licences*

The Contractor must provide evidence of current nationally recognised training for any Employee required to perform any task that has this requirement; for example among others:

- Working at heights;
- Entry into confined space;

-
- Scaffolding; or
 - Use of overhead gantry cranes.

All tickets and/or licences must display that the training is current, Nationally Accredited and has been provided by an authorised provider.

The Contractor must provide the Superintendent or its nominated representative a copy of all tickets and licences prior to the commencement of Works.

8.7 Compliance

The Contractor will ensure that all Employees:

- are appropriately inducted in accordance with section 8.5 of this Handbook;
- are familiar with the particular hazards and responsibilities of their jobs and of the Site; and know how to manage the risks associated with these hazards; and
- comply with all rules, regulations and directions which may be issued or given from time to time by KCGM relating to any matter including but not limited to the safety of any person or third party on the Site and the preservation and protection of property.

8.8 Driving on Site

Site road rules are in accordance with the Western Australian road rules. KCGM requires all Employees to comply with its Site road rules as implemented or varied from time to time. These Site road rules are available upon request from the KCGM Superintendent.

8.8.1 Radio communications

The Contractor must have installed in all light vehicles and in drill rig cabs commercial UHF radio sets incorporating KCGM's private frequencies (where required under the Vehicle Specifications procedure). Where supervisors or other Employees of the Contractor cannot maintain contact by means of vehicle-mounted radios, then suitable hand-held portable radios or mobile phone must be used. The Contractor including its Employees must be contactable by radio at all times while on Site (or mobile phone if agreed by the Superintendent).

All of the Contractor's radio communication systems to be used in the course of the Works must be designed and installed by a reputable communications company with ample knowledge of mine radio systems. Equipment used in the Contractor's radio communications system must meet all relevant Australian standards.

8.9 Isolations, tagging and permits

The Contractor must use the isolation, tagging and permit systems in place at KCGM including the isolations procedure which is available on request to the Superintendent. Where these are not applicable to a particular situation the Contractor must ensure that it has in place, or must create for the Superintendent's approval an adequate system covering the particular matter.

All of the Contractor's systems (whether established or created) are subject to the prior approval of the Superintendent.

Every isolation system must include appropriate tags and permits to work. Where possible the Contractor must make use and comply with KCGM's policies and procedures for the safe isolation of Equipment.

8.10 Workplace inspections

The Contractor must conduct as minimum, monthly workplace inspections of all of its facilities, Equipment, and its work practices, using a standard checklist in a format acceptable to the Superintendent. The checklist may include aspects of safety and environmental components applicable to the work area. The Contractor must prepare and submit to the Superintendent a written report detailing any non-conformances arising from any inspection.

The Contractor must also conduct daily safety inspections of Equipment (including work vehicles) and record the results in a logbook signed off by the Contractor's Representative. The logbook must be available for inspection by the Superintendent at any time.

The Superintendent may at any time during the performance of the Works carry out a workplace inspection of the Works and the Equipment.

Following any inspection the Superintendent may direct the Contractor to take any action the Superintendent considers necessary to ensure compliance with any Law or any Policy.

The Contractor must conduct inspections on and maintain a list of all tested and tagged portable electrical Equipment brought to Site.

KCGM uses a system of safety observations described as "Safety Interactions". A Safety Interaction is conducted by any employee or Contractor on another individual completing a task in any work environment on Site where feedback is provided on safety techniques.

KCGM may give notice to the Contractor from time to time that it (or a suitably qualified third party) intends to conduct an audit of the Contractor's compliance with the Handbook and the Contractor's safety performance at the Site. The Contractor will co-operate in the conduct of such audits by KCGM and agrees to comply with all safety recommendations made by KCGM during such audits.

8.11 Equipment

In order for the Contractor to bring onto Site any Equipment, the Contractor must notify the Superintendent and a relevant Contracts Officer of the details of the Equipment, including make, model, age and modifications to the Equipment. An Operational, Maintainability Analyst Technique (OMAT) will be required for any new type of mobile equipment or new model of vehicle and for any Equipment that has undergone modifications. The OMAT is a collaborative review completed by KCGM and the Contractor's Representatives completed prior to the Equipment coming to Site which must satisfy the requirements of KCGM.

The Contractor must ensure that all Equipment used by the Contractor or any Employee in or about the Site is maintained in a fully serviced and safe condition, in accordance with all Law and any KCGM requirement. All Equipment brought to Site by the Contractor must meet with the KCGM Vehicle Specifications Procedure. This procedure is available from the Superintendent at any time.

The Contractor must remove from the Site any Equipment, which, in the opinion of the Superintendent, does not meet the above requirements. The Contractor, at its cost, must replace or repair any Equipment that the Superintendent has directed to be removed from the Site.

The Contractor must provide to the Superintendent, at the times and in a manner as directed, reports on all the checks and inspections on Equipment that have been conducted by the Contractor.

In the event the Contractor intends to utilise classified plant on the Site (either owned or hired) the Contractor must ensure that the appropriate documentation accompanies the classified plant. Statutory Equipment must have a copy of the plant design registration and a copy of the last statutory inspection in accordance with Schedule 3 of the Mines Safety and Inspection Regulations (Inspect Frequency for Classified Plant). A Duty of Care Plant must have a copy of the design registration except for pressure vessel of a Hazard Level of E, a copy of the last inspection of the

Classified Equipment in accordance with the relevant Australian standard and evidence of a pre-hire inspection must also be provided. If further information is required; see KCGM procedure for Itinerant Classified Plant which is available at all times upon request to the Superintendent.

A Team Based Risk Assessment (TBRA) may be required prior to the classified plant commencing operations on the Site of which full details and notification must be given to KCGM for their records.

All Equipment must comply with all requirements of any Law applicable to noise and dust emissions, including the requirement for development of noise reduction plans and installation of dust suppression systems as necessary.

The Contractor must at all times comply with instructions given by the Superintendent relating to routes to be taken, loads to be carried and the manner of carriage by any Equipment in or about the Site.

8.11.1 *Maximum acceptable noise emission of Equipment*

All Equipment brought on Site by the Contractor must at all times comply with the DMP guideline "Noise Control in Mines". This includes:

- Contractors must identify all Equipment that may expose personnel to a noise exposure levels of 82dB (A) or above over a 12 hour period or a peak noise exposure level of 140dB (Lin).
- Equipment must be labelled with suitable warning signs stating noise exposure level and minimum class hearing protection required to operate, to reduce exposure level to below 82dB(A).
- Where Equipment supplied by Contractors exceeds noise exposure standard of 82dB (A) or 140dB (Lin) peak KCGM may direct the Contractor to propose suitable modifications to the Equipment so as to ensure that the necessary requirements are met.
- Wherever possible Contractors must supply Equipment that produces noise exposures below the action levels stated above.
- Where Equipment supplied exceeds the noise exposure standards listed above the Contractor will be required to submit a noise management plan to address the controls implemented to prevent personnel exceeding noise exposure standards.

8.12 *Incident reporting and investigation*

The Contractor must ensure that it has in place an adequate system for the reporting and investigation of all incidents that occur in carrying out the Works.

Where an incident has occurred, including any near misses and breaches of the Safety Management System the Contractor must ensure that corrective action is undertaken to prevent any recurrence of any incident and ensure consultation with a KCGM representative.

The Contractor must notify the Superintendent of all incidents as soon as they occur and, as a minimum, before the end of the Shift in which the accident or incident occurred. Notification of all incidents can be either by entry into KCGM's computerised Incident Reporting System, or by submission of a hardcopy form to the KCGM Superintendent.

All incidents will be recorded and reviewed by KCGM. Where deemed necessary, KCGM personnel, with the cooperation and participation of the Contractor, will carry out an investigation of any accident or serious incident. The Contractor may be required to complete its own investigation of any serious incident within two (2) days of occurrence, and a copy of the report must be provided to the Superintendent. At KCGM's discretion an investigation carried out by the Contractor may be subject to legal privilege.

Exclusive of any obligation on the Contractor to provide a report on any incidents, near misses or breaches of the Site Plan by the Contractor or its subcontractors, the Contractor must also provide to KCGM:

- a monthly summary (where required) of all hours worked by each Employee to the Superintendent or Occupational Health and Safety Administrator by the first day of the month after the month the subject of the report; and
- a written report on the Contractor's safety and health performance on an annual basis, or more frequently as agreed with the Superintendent, which report must include:
 - all work undertaken by the Contractor and its subcontractors;
 - statistics in the report must include frequency rate, incident rate, duration rate and medical treatment rate; and
 - any other information reasonably required to enable KCGM to comply with its statutory and other reporting obligations.

The Contractor is responsible for ensuring that its subcontractors comply with all reporting requirements.

8.13 *Injury management and rehabilitation*

The Contractor must ensure that all injuries to Employees are referred to KCGM's Medical Centre at the Security Building as soon as possible on the day of the occurrence. In the event an injury is not apparent until after completion of the Employee's Shift, the injury must be reported to KCGM's Medical Centre, at the onset of pain or discomfort.

Should the injured person (IP) request or require medical review, a senior representative of the Contractor, is to attend with the IP to ensure appropriate duties are discussed with the treating practitioner. Should no Contractor representative be available, the KCGM occupational health nurse (OHN) will attend. No person should seek medical review without first notifying the KCGM OHN.

The Occupational Health Nurse will liaise with the Contractor to determine whether the Employee should be referred to a doctor and whether the Employee is fit for work or for restricted duties.

The Contractor must make available meaningful restricted duties to enable any injured Employee to return to work as soon as possible, and will provide to the Superintendent appropriate documentation describing the restricted duties.

8.14 *Industrial hygiene*

Is a process by which KCGM accurately measure occupational exposures that personnel are subjected to in the workplace. Using statistical analysis tools, KCGM compare the results of measurement against exposure standards, legislative requirements and internal standards. That process of comparison allows KCGM to determine the effectiveness of existing controls, plan for future controls and make planned improvements where controls are inadequate.

Common exposures at KCGM include:

- Respirable Dusts;
- Inspirable Metals;
- Diesel Particulate;
- Noise; and
- Thermal Stress.

At times, Employees will be required to participate in a monitoring program and if requested to, wear sampling equipment as directed by the sampling technician.

8.15 *Emergency response*

The Contractor must ensure that all Employees participate (including by following all instructions) in KCGM's emergency response training exercises, mock emergencies, fire drills and emergency evacuations whenever they take place. KCGM's emergency response-training exercises will be carried out at times and places as determined by the Superintendent. In addition, Employees are welcome to participate in KCGM's emergency response team, provided the Contractor has approved such participation which may require training during work hours.

8.16 *Chemicals including hazardous and dangerous substances*

8.16.1 *Chemicals including hazardous substances*

Prior to bringing any chemical, including hazardous substances to the Site, the Contractor must submit to the contract Superintendent a safety data sheet (SDS), together with standard work procedures for the use, storage and disposal of the chemical including hazardous substances. The contract Superintendent will implement a review of the substance by raising a Hazardous Substance Register (HSR) request to have the chemical reviewed and approved, attaching the SDS and any relevant documentation from the Contractor to the record. When the chemical has been reviewed, the contract Superintendent will notify the Contractor if the substance is approved for use on Site.

If the Superintendent directs that the Contractor must not use any particular hazardous material on Site, then the Contractor must not bring, or cause to be brought, that material onto Site. Once a chemical has been approved in the HSR the Contractor is required to maintain a register of storage locations and quantities of chemicals stored and this register should be made available to KCGM personnel at all times. If the chemical will be stored onsite continuously or for a prolonged period of time then it will be added to KCGM's chemical manifest in ChemAlert to allow for monitoring and updating as required.

8.16.2 *Dangerous substances*

The Contractor must handle, store and dispose of dangerous goods in a manner:

- that is safe;
- that complies with all applicable Law including the *Dangerous Goods Safety Act (WA) 2004*; [Dangerous Goods Safety (Road and Rail Transport of non-explosives) Regulations 2007 (WA), Dangerous Goods Safety (Storage and Handling of non-explosives) Regulations 2007 (WA), Dangerous Goods Safety (General) Regulations 2007 (WA) or any laws replacing these ones;
- that will not cause pollution by spills or leaks; and
- where applicable, in accordance with KCGM's procedure titled "Hydrocarbon Storage and Handling".

To prevent contamination or pollution of soil or ground-water the Contractor must:

- keep all pipelines, storage tanks and dams in good repair;
- install bunds around pipes or storage areas to trap any possible leaks in accordance with the applicable Australian standard.;
- install drains to carry water or spills to a place where they cannot contaminate or pollute the soil or ground-water;
- store chemicals using the correct method;

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- construct bunds around fuel and other liquid storage tanks; and
 - install traps where oil or contaminants might escape from work areas.

Bunds and traps must be constructed in accordance with all applicable Laws. The construction of any bunds or drainage is subject to approval of the Superintendent.

All spills must be managed in accordance with the procedures for Spill Response and/or Management of Hydrocarbon Spills.

The Contractor must:

- immediately report, initially verbally and thereafter as soon as possible in writing any leak, spill or hazardous condition to the Superintendent; and
- if safe to do so, take action to clean up any leak, spill or remove any hazardous condition.

The Contractor will ensure that the Employees comply with all applicable Site rules and do not bring onto, or near, the Site at any time any prohibited items as prescribed by the Contractor or by KCGM from time to time.

8.17 Safety meetings and safety and health representatives

Where the Contractor has Employees based fulltime on Site, the Contractor must conduct formal safety meetings for all Employees on a monthly basis or more frequently if directed by the Superintendent. The Contractor must hold daily “Toolbox” meetings for each shift. The Contractor must provide a schedule of meetings to assist KCGM in making a representative available to attend these meetings.

On request the Contractor must provide the Superintendent with a signed copy of the minutes of the meeting. Alternatively, the Contractor may arrange with the Superintendent for any Employee to attend KCGM’s safety meetings.

The Contractor may be required to attend safety meetings arranged by KCGM and report back to its subcontractors and Employees on the contents of KCGM’s safety meetings.

8.18 Safety clothing and personal protective equipment

The Contractor must ensure that each Employee on the Site is compliant to the KCGM Personal Protective Equipment (PPE) procedure. These requirements can be communicated to the Contractor via the area Superintendent, based on the Works being completed.

At all times the Contractor must ensure that it and each Employee comply with:

- all legislative requirements;
- all KCGM policies, Standards and procedures; and
- any direction of the Superintendent;

relating to clothing and personal protective equipment to be worn or used by the Contractor or Employees while performing the Works.

As a **minimum** all workplaces will ensure the use of the following mandatory PPE required for Site. These include the following:

- Protective Helmets.
- Protective Footwear.

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- Approved Eye Protection.
 - Hand Protection - required to be carried at all times.
 - Long pants.
 - High visibility shirts (long sleeved, fully rolled down, button at the cuff and to be tucked in when there is the risk of entanglement with rotating equipment.
 - Overalls must be high visibility and fitted with reflective tape in accordance with AS 4602.

Where PPE is not fitted with reflective tape, a high visibility vest (where required) fitted with reflective tape in accordance with AS 4602 must be worn.

Employees without the appropriate personal protective equipment for the Works will be refused entry to the Work Site and if an Employee is found to be wearing inadequate personal protective equipment, then KCGM may remove the Employee from the Site.

8.19 *Unsafe activities*

The Contractor must ensure that it identifies any Works that may expose Employees and Equipment to hazards, which may not be, or may not be adequately, covered by standard work procedures. All tasks carried out at KCGM must ensure a risk assessment is undertaken by means of pre-task risk assessment (Safecheck, Take 5) together with a JHA or work instruction.

If any additional hazards are identified prior to or during the work, all such work must be suspended until procedures for the safe completion of that work are developed and every relevant Employee is instructed about those procedures.

All risk assessment documentation must be made available to KCGM upon request.

9.0 Environment

KCGM is committed to operating in an environmentally and socially responsible manner which will contribute to the long-term social and economic value of the Kalgoorlie area and protect the natural environment in which it operates.

The Contractor must ensure that each of its Employees and subcontractors is at all times fully aware of and complies with KCGM's Environmental Standards and Procedures.

A representative from KCGM's Sustainability and External Relations Department is on call at all times and can be contacted on 0400 220 925 for urgent environmental enquiries or the Public Interaction Line (PIL) on 08 9022 1100.

Information regarding the following environmental management Standards is available from KIMS. It is the responsibility of the Contractor to comply and be familiar with these management Standards and to ensure that its Employees, Contractors, sub-contractors and licensees comply with and are familiar with them.

Aspects covered under the KCGM Environmental Management Standards include the following:

- Air Quality Management;
- Closure and Reclamation Management;
- Energy and Emissions;
- Biodiversity Management;
- Noise and Vibration Management;
- Tailings Management;
- Waste Management;

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- Waste Rock Management; and
 - Water Management.

Key environmental requirements which must be met by the Contractor and each of its subcontractors and Employees are set out as follows:

9.1 Compliance

The Contractor must ensure that all Employees and subcontractors:

- comply with all relevant KCGM environmental management Standards and procedures;
- report environmental incidents to KCGM;
- act responsibly to protect the environment in and around the Site; and
- have completed the General Induction and understood KCGM's Environmental responsibilities and are familiar with the particular environmental risks and responsibilities of their jobs and of the Site.

Contractors must keep records to demonstrate compliance with the above, and will, upon request; provide KCGM access to those records.

Contractors may be monitored for environmental compliance with KCGM's Environmental Standards and Environmental Management Procedures via audits and workplace inspections by KCGM's Sustainability and External Relations Department.

9.2 Waste

All contractors on Site are required to adhere to KCGM's rules regarding waste disposal. This includes segregating waste into waste streams and disposing of it in the locations nominated by KCGM. Contractors are expected to ensure that the work area is left clear and free of any non-hazardous waste. Contractors are required to use KCGM's waste removal contractors.

Contractors must:

- where possible dispose of recyclable materials in the 240L green wheelie bins with yellow lids and the large lidded skips;
- ensure general waste is disposed of within the black bins with yellow stripes, green wheelie bins or large skips;
- ensure tyres are disposed of according to the KCGM Used Tyre Storage and Disposal Procedure;
- ensure scrap metal is disposed of in the skip bins and taken off site and recycled; and
- ensure hydrocarbon wastes are disposed of in the green skip bins for oil filters, black bins with red stripes for hydrocarbon stained waste (oily rags, drums, containers) and skip bins for used hydraulic hoses.

9.3 Noise and dust emissions

KCGM conducts its operations in accordance with the Fimiston Noise and Vibration Monitoring and Management Programme (NVMMP) and the Fimiston Air Quality Management Plan (FAQMP) and the conditions attached to its licences (available in KIMS) to minimise noise and dust emissions. KCGM is also bound by environmental Law in relation to noise and dust emissions.

Contractor Works, Equipment operation, earthworks and machinery movements from activities such as exploration, blasting, mining, transporting and processing of ore may cause noise and dust emissions, and other consequential impacts on the surrounding community.

Due to KCGM's proximity to the Kalgoorlie-Boulder community, particular consideration is given to noise and dust emissions on the western side of the Fimiston Open Pit, around the Mt Charlotte operation and to drilling programmes which are conducted in close proximity to residential areas.

The Contractor must employ operational management measures to keep noise and dust generation to an absolute minimum and within the limits of KCGM's NVMMP and FAQMP, at all times.

The Contractor must be aware of:

- operational noise restrictions between 7pm and 7am;
- operational restrictions in regards to Equipment such as rock breakers and long hole percussion drilling at surface between 7pm and 7am;
- equipment with the potential to generate excessive dust; and
- operational requirements to drive at the allocated / signed speed and restrict movement of Equipment in unsealed areas; and must use all reasonable endeavours to comply with the above or ask the Superintendent if unsure of the requirements.

The Contractor must:

- use the quietest and cleanest work methods practically available to it, within the limits of good safe practice;
- control dust on roads and tracks by regularly damping down with water. With the exception of roads, the Contractor must not use excessive amounts of saline water as it can damage soil and vegetation;
- report all incidents, relating to noise and dust to KCGM via AIRS or their Superintendent. Where the source of the emission can be identified and where practicable, the Contractor must put controls in place to reduce the impact or reduce the risk of reoccurrence;
- regularly maintain and keep dust control Equipment in good repair;
- cease operations if, in the opinion of the Superintendent, the Works create unnecessary noise or dust; and
- ensure the Work Site is as compact as possible to prevent airborne dust.

9.4 Biodiversity

Contractor Works, Equipment operation, earthworks, machinery movements and human activity may cause impacts on soil, plants and disturb the habitat of native animals.

The Contractor must employ operational management measures in accordance with KCGM Environmental Standards and Procedures to keep disturbances to soil, plants and animals within the limits of the Law at all times and to ensure a minimum level of disturbance.

The Contractor must:

- obtain prior written approval of the Superintendent before performing any work at areas of the Site other than the Work Site in accordance with KCGM's Pre Commencement Work Area Clearance procedure;
- eliminate the causes of soil erosion at the Work Site;
- minimise the adverse affects of the Works on native animals and pastoralists' livestock;
- cause minimal disturbance when expanding the Work Site;
- keep Equipment on defined tracks or roads;
- not drive Equipment through any bush;
- not remove or damage or disturb in any manner trees and plants;
- not bring animals, including pets, onsite;
- not collect native plants or seeds unless authorised in writing by the Superintendent; report any animals onsite (to the Sustainability and External Relations Department if they are injured, ill or create a hazard; and

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- do not approach animals on Site unless they are trained to carry out the task.

9.5 Earthworks and Machinery

The Contractor must, via permits where applicable:

- obtain prior written approval of the Superintendent before constructing any road, pipe-line, powerline, building, pad, trench, costean, dump or dam in accordance with KCGM's Pre Commencement Work Area Clearance procedure;
- obtain approval from the Superintendent before any Equipment is brought onto Site;
- minimise the area of ground disturbance by using Equipment appropriate to the work being performed;
- not disturb Aboriginal sites. The Contractor must stop work immediately if it is suspected that an Aboriginal site has been encountered;
- check whether topsoil is required to be set aside and if so, set it aside in a manner which will facilitate replacement;
- not leave any litter or waste on the ground. All litter and waste must be either placed in bins or taken off-Site for disposal. All waste from Equipment maintenance eg. oil, filters, drums, must be contained and removed according to KCGM's procedure titled "Storage, Handling and Management of Hydrocarbon Spills";
- clean up the Work Site from time to time and at the end of each task including removal of temporary buildings, unused material, waste, rubbish, etc;
- rehabilitate all soil and plants disturbed as a result of the Works;
- provide drainage, firebreak access roads and fences; and
- make the Work Site safe before leaving.

10.0 Social Responsibility

KCGM's proximity to the City of Kalgoorlie-Boulder means that community consideration is a priority and KCGM conducts its operations in a manner to minimise potential impacts. The Contractor has a similar responsibility.

KCGM's commitment to being socially responsible is underpinned by the KCGM Integrated Management System (KIMS), which is comprised of both management and operational Standards. The management Standard for *Communication and Engagement* establishes the requirements KCGM has for engaging with stakeholders, both internal and external to the organisation.

The objectives of KCGM's social responsibility programme are to:

- Communicate – Develop strong relationships with stakeholders based on open communication and mutual respect;
- Consider – Identify and respond to community concerns to manage potential risks to KCGM's reputation and/or ongoing operations; and
- Contribute – Be an active member of the local community and collaborate with stakeholders.

Key social responsibility requirements which the Contractor must be aware of are outlined in the following sections.

10.1 Complaints

Complaints can occur due to the close proximity of the KCGM operations to the Kalgoorlie-Boulder community. The community is encouraged to contact KCGM with any concerns or complaints. Whether they contact KCGM via phone on the 24-hour Public Interaction Line (PIL), via website feedback forms, or in writing, all feedback is captured in the PIL database. The database is used

to track the complaint and ensure it is referred to the right staff members at KCGM for follow up. As a rule, all complaints must be responded to within 24 hours, or on the next business day if the complaint is lodged on a weekend. If the complaint is unable to be resolved, it is categorised as a grievance and escalated to the department manager. Third party investigation may also be required where the grievance is presented to KCGM's Community Reference Group or government regulators.

10.2 Cultural Heritage

KCGM have a Cultural Heritage Management Plan which outlines how sites of cultural or religious significance to indigenous people, that lie within the vicinity of the KCGM operation, are respected and protected. Prior to any new land access or disturbance, a survey is conducted to identify all cultural heritage sites. Where sites of significance are identified, a management plan must be developed.

10.3 Local Employment and Business Support

KCGM is committed to supporting the local community of Kalgoorlie-Boulder. This is demonstrated in our employment policy to only employ people who live locally or are willing to relocate.

KCGM plays an important role in the local economy, spending over \$260 million dollars a year with local suppliers in the Goldfields region. Contractors are encouraged to buy locally where/when possible.

10.4 Local Community Investment

KCGM is proud to be a part of the local Kalgoorlie-Boulder community and contributes to the development of sustainable local community projects and initiatives through the KCGM Community Investment Programme.

The KCGM Community Investment Programme supports local organisations and community groups through donations, grants and partnerships designed to develop the capacity and effectiveness of projects and initiatives in the local community. All community investments are coordinated by the Sustainability and External Relations Department. Contractors are encouraged to support local initiatives.

11.0 Work practices

11.1 Hours of work

Unless otherwise agreed in writing by the Superintendent, the Contractor must ensure compliance with all Laws, including that:

- No Shift will be routinely worked for longer than a nominal 12 hour period, handovers excepted.
- In emergencies, breakdown situations or shutdowns the KCGM Department Manager or his delegated authority may approve extensions. Such extensions will apply to the applicable shift only.
- Each Shift must have a minimum of a 30 minute rest break for shift duration less than 10 hours and 2 breaks totalling 1 hour for shift duration greater than 10 hours.
- No permanent work roster cycle shall be worked that, on average, is more than 60 hours per week over the cycle.
- No temporary work roster shall be worked that, on average, is more than 240 hours per 28 day period.
- No roster, permanent or temporary, shall allow any person to work in excess of 13 consecutive days without a minimum of a 24 hour break before recommencing work. Breaks must be provided to individuals solely for rest and relaxation and are not to be used as 'yard' days or for travelling.

11.2 Fitness for work

KCGM maintains a Fitness for Work Standard which includes causal and random drug and alcohol testing for all persons working on or visiting Site.

For the purposes of this clause, "fit for work" means that an Employee must present for work in a physical, mental and emotional state that enables the Employee to perform the inherent requirements of his or her assigned tasks competently and in a manner which does not threaten the health or safety of the Employee or others. KCGM may conduct a causal alcohol and other drug test on any Employee, Contractor or visitor for any of the following reasons:

- Following a workplace incident that has been investigated by a Supervisor or Manager of KCGM;
- Where an Employees erratic, unusual or dangerous behaviour raises concern that the Employee may be influenced by alcohol or other drugs; and/or
- If any evidence is found of possible alcohol or other drug use at work (e.g. drug paraphernalia, alcohol containers on worksites or in vehicles).

Where a causal test is deemed necessary, the Site Superintendent will advise the Employee/s that they are required to take the test and explain the reason/s for the testing.

The Site Superintendent or their delegate will present to the Black Street Gatehouse with the person/s selected to do the test and wait while the testing is performed until a result has been provided.

Where the Contractor's Fitness for Work policy is less onerous than KCGM's Fitness for Work Standard, KCGM's Standard will apply.

11.2.1 Assessments

In assessing an Employee's fitness for work KCGM may use:

- supervisor assessments;
- medical assessments; and
- alcohol and other drug testing.

The timing, frequency and the circumstances in which these assessments or tests may be undertaken include:

- causal precautionary;
- causal post incident;
- blanket; and
- random.

Use of medication taken in accordance with a medical prescription with appropriate prior notification to KCGM or the Superintendent is not a breach of KCGM's Fitness for Work Policy.

11.2.2 Standard breaches

The Contractor will be in breach of KCGM's Fitness for Work Standard if any Employee:

- is tested for alcohol, illicit, or synthetic drugs or substance and returns a positive result;
- consumes or sells alcohol or illicit drugs at Site or has in his or her possession any illicit drugs or drugs for which the Employee has no proper medical or pharmaceutical prescription;
- refuses to participate in or avoids or falsifies a drug test or other assessment; or
- knowingly fails to notify the Contractor if the Employee is not fit for work.

11.2.3 Consequences of breach of Fitness for Work Standard

An Employee who is assessed to be not fit for work as the result of a test or a breach of KCGM's Fitness for Work Standard will be subject to the following actions:

- if not already on site the worker will be refused site access;
- if on site the individual will be immediately isolated and/or stood down from the workplace and under no circumstances shall be permitted to drive a vehicle or operate any machinery; and
- the Superintendent will inform the Contractor's Representative of the identity of the Employee who has been determined to be not fit for work.

An Employee is deemed unfit for work pursuant to clause 11.2 if the Employee:

- (a) returns a positive alcohol and other drug test; and/or
- (b) commits a breach of KCGM's Fitness for Work Standard.

An Employee will not be permitted to return to Site until the requirements of KCGM's Fitness for Work Standard - return to work procedure have been satisfied. Before an employee is deemed fit for work under KCGM's Fitness for Work Standard, the Employee must either provide KCGM with the relevant documentation evidencing their compliance or give written consent to KCGM granting KCGM access to all relevant medical information it deems necessary to assess the Employees fitness for work.

KCGM is not liable for costs incurred by the Employee for additional testing or any other related costs incurred, in relation to the Employee's efforts to comply with KCGM's Fitness for Work Standard.

11.3 General facilities

Crib rooms and ablution facilities are available at a number of locations around the Site. An Employee using these facilities must not smoke in the buildings (or any other building on Site) and must maintain these facilities in a clean and hygienic condition.

11.3.1 Smoking on site

KCGM is committed to providing a smoke-free environment for all personnel on Site.

All common areas where non-smokers may be exposed to secondary smoke must be smoke-free. Smoking is prohibited in enclosed cabs and all company equipment where non-smokers can be exposed to secondary smoke or residual smoke smells. Designated smoking areas on Site are clearly identified and disposal of cigarette waste must be in appropriate designated containers to prevent litter and potential for fire.

12.0 Standards

12.1 Continuous improvement

The Contractor must demonstrate a genuine commitment to continuously improve its own work practices and consistently promote a culture that embraces a philosophy of continuous improvement. The Contractor must regularly collaborate with KCGM to identify continuous improvement initiatives that will benefit both parties regarding productivity and operating profit, occupational health and safety, the environment and the community.

12.2 Standard work procedures

The Contractor must ensure that work does not commence on Site unless an operating procedure or work instruction has been approved by the Superintendent and covers such work and the tasks to be performed.

If no work procedure is available, or if the work to be performed deviates from the work procedures, then a written Job Hazard Analysis (JHA) is to be completed for each task. Each member of the work group is to read and understand the JHA and must sign by those performing the task, the Contractor Supervisor and the KCGM Representative. All risk assessment documentation must be made available to KCGM upon request.

A pre-task risk assessment (Safecheck, Take 5) must be completed on any new tasks or as conditions change.

12.3 Electrical works

All electrical work must be performed by the Contractor in accordance with the Law including the *Mines Safety and Inspection Regulations 1995* and any applicable Standard.

The Contractor must ensure that prior to the commencement of any electrical work on Site it:

- provides a copy of the current electrical contractors licence of the Contractor to KCGM's electrical supervisor;
- provides a copy of the current electrical workers licences of each Employee to KCGM's electrical supervisor;
- provides a list of portable electrical appliances brought to Site to the site Electrical Superintendent;
- each Employee who will be performing any electrical work undergo a general Site induction; and
- each Employee who will be performing any electrical work undergoes a Site electrical induction with KCGM's electrical supervisor.

The Contractor must ensure that prior to the commencement of any electrical work on Site the Contractor provides to KCGM's electrical supervisor details of the electrical work to be performed.

For any electrical installation work, an entry must be made by the Contractor in the Site electrical record book prior to commencing the electrical installation work.

On completion of any electrical installation work, details of the installation and the results of any tests performed on that work are to be entered in the Site electrical record book and must be signed for by an authorised representative of the Contractor.

13.0 Computer and communications access

If the Contractor requires access to telephone, facsimile or computer services the Contractor must make application for access to the Superintendent. Access will be granted by KCGM only where it is deemed necessary for the Works being carried out.

13.1 Telephone and Facsimile services

Limited use of telephone and facsimile services may, where capacity exists, be made available to the Contractor by KCGM. Usage by the Contractor of these services may be subject to a charge where the use by the Contractor of these services is considered by the Superintendent:

- to be excessive;
- to be outside the purpose for which approval was given; or
- to be inappropriate.

13.2 Computer access

Computer access, where approved, will be subject to KCGM's Computer Access Standard. Computer use and electronic traffic is monitored.

Any breach of the Computer Access Standard may result in access being withdrawn.

14.0 Employees and industrial relations

The Contractor must provide written advice to KCGM and also provide a copy/s to the KCGM Human Resources Superintendent of the type(s) of industrial instruments applicable to the Employees prior to commencement on site. The Contractor must inform KCGM of any changes to the nature and/or content thereof.

The Contractor must conform to the KCGM Right of Entry Procedure.

The Contractor must immediately advise KCGM of any potential industrial disputes as and when they arise.

The Contractor must provide to KCGM evidence of the following Standards and Procedures prior to commencement on site and notify KCGM of any changes to the nature and/or content thereof:

- Fitness For Work,
- Dispute and Grievance Resolution,
- Equal Employment Opportunity and Fair Treatment,
- Performance Counselling, Management and Discipline; and
- Union right of entry.

14.1 Human Rights

The Contractor must ensure that all dealings with employees, sub-contractors, suppliers and the community are in alignment with KCGM's Human Rights Standard and associated procedures. This includes community engagement of behalf of KCGM, equal opportunity and fair treatment, discrimination, sexual harassment, bullying and intimidation.

The Contractor must, if required, in good faith and in consultation with KCGM, prepare and seek an Indigenous Relations Management Plan consistent with the Principal's Standards and Procedures and which covers the:

- creation of business opportunities for indigenous people;
- creation of employment opportunities for indigenous people;
- promotion of cross cultural awareness;
- provision of education and skills training to indigenous people;
- liaison with KCGM for indigenous matters and relevant indigenous and governmental organisations;
- key performance indicators and minimum standards of performance, suitable to measure the Contractor's performance of the Indigenous Relations Management Plan

At quarterly intervals or as requested, the Contractor must provide a report (in an agreed format) on progress of the implementation of the Indigenous Relations Management Plan including a report on performance measured against the key performance indicators and minimum standards set in the Indigenous Relations Management Plan.

Notwithstanding that the Contractor may not be required to provide an Indigenous Relations Management Plan, the Contractor must report monthly or as required, in an agreed format, on the hiring and termination of any indigenous persons that comprise its Employee's.

15.0 Work Site

15.1 *Inconvenience*

The Contractor must perform the Works in a manner that causes no blockage or closure of any road or path by any Equipment.

Any excavations or stockpiling of materials from excavations must be in accordance with any approval given by the Superintendent.

The Contractor must ensure that no inconvenience is caused to KCGM's operations, its other contractors, suppliers or the public.

15.2 *Diversions of roads*

The Contractor must not, without the prior consent of the Superintendent, abnormally use, divert, deviate or close any road, path or right of way on the Site and in accordance with the area site traffic management plans.

15.3 *Damage to markers*

If any benchmarks or survey stations on Site are removed, concealed, damaged or destroyed by the Contractor it must immediately notify the Superintendent, who may replace any benchmark or survey station that has been moved, concealed, damaged or destroyed and the costs incurred in so doing must be paid by the Contractor.

15.4 *Priority of access*

Despite anything contained in the Agreement if any dispute or conflict arises between KCGM and the Contractor with respect to right of way or priority of access in or around Site, KCGM and its employees, agents and nominees with their vehicles or other equipment will at all times have right of way and priority of access.

15.5 *Facilities clean-up*

Upon expiration or termination of the Agreement, the Contractor must remove all its facilities and Equipment brought onto Site during the performance of the Works and must leave the Work Site in a clean and tidy condition fit for immediate use and occupation.

Where the Contractor fails to carry out the above requirement within one (1) month after the date of completion of the Works or of expiration or termination of the Agreement (as the case may be), KCGM may do so at the Contractor's sole risk and expense.

16.0 Contractor Management

The Contractor may be included in KCGM's "Contractor Management System". This system requires that on a quarterly or otherwise regular basis as required by the Superintendent, the Contractor will be responsible for conducting performance appraisals in accordance with the service criteria established in the Agreement.

Contractors who are not subject to the above Contractor Management System will be required to participate in the Safety Qualification System of which final approval will be determined by KCGM.

The areas for appraisal include:

- safety;
- production;
- continuous improvement;
- maintenance;
- electrical;
- training;
- security;
- community relations;
- employee relations;
- environment; and
- land management.

A KCGM representative will be responsible for implementing and managing the review of these performance appraisals. The obligation to complete performance appraisals by the due date will be a Key Performance Indicator for the Contractor and any failure to complete this obligation will result in a review of the Agreement by KCGM.

17.0 Commercial aspects

17.1 *Privacy*

All information in KCGM's (including its joint venturer's and their related bodies corporate) possession concerning a Contractor's, subcontractors or Employee's performance, work practices, medical status or other issues will be treated as confidential and will only be disclosed with the prior written consent of the Contractor, subcontractors or Employee, as applicable, or where required to ensure safety, or health or where required by Law.

17.2 *Photographs and Filming*

Photographs and filming may only be taken on Site with the written permission of KCGM's General Manager or his nominee. The publication and or use of photographs or filming taken by the use of any device including mobiles for any purpose without the permission of KCGM's General Manager is prohibited.

17.3 *Rock Specimens*

Rock specimens from Site may contain gold and can only be taken offsite with the written permission of KCGM's General Manager or their representative.

18.0 Indicative Site conditions

Kalgoorlie/Boulder is 368 metres above mean sea level and is situated approximately 600 kilometres east of Perth. It is serviced by a domestic airport, good bitumen road, frequent passenger and freight rail services, and is a centre for intrastate and interstate road transport.

The following data is provided for the information of the Contractor but should not be relied upon by any Contractor for any reason including for the purposes of making any evaluation in relation to the Works, the Agreement or any other matter.

Month	Temperature extremes					
	Highest max C	Lowest max C	Highest min C	Lowest min C	Long Term Averages – max C	Long Term Averages – min C
January	46.5	14.4	30.4	8.8	33.6	18.2
February	44.8	16.4	30.8	8.5	32.0	17.8
March	44.5	14.1	27.6	5.7	29.5	16.0
April	38.9	12.8	24.7	1.7	25.1	12.6
May	33.4	10.5	22.8	-1.8	20.6	8.6
June	27.6	9.6	16.3	-3.0	17.5	6.1
July	28.7	7.2	15.8	-3.4	16.7	4.9
August	32.0	8.9	17.4	-2.4	18.5	5.5
September	36.8	10.2	22.0	-0.6	22.2	8.0
October	40.9	11.6	24.1	-1.0	25.7	10.9
November	42.9	13.9	25.6	3.1	28.9	14.0
December	45.0	14.3	29.1	5.5	32.0	16.6

Month	Rainfall extremes		Max wind gust km/h / direction
	Highest mm	Lowest mm	
January	185.9	0.0	141 NW
February	307.8	0.0	118 SW
March	197.0	0.0	118 WSW
April	98.6	0.0	104 WNW
May	110.2	0.0	122 NNW
June	185.7	2.1	102 W
July	82.6	0.6	96 W
August	74.0	1.6	108 NW
September	98.3	0.3	109 W
October	84.4	0.0	117 WSW
November	115.4	0.0	139 SW
December	88.6	0.0	122 NW