MEMBERS REQUIRED IN UNIFORM (OPTIONAL)

Note to drafters: Drafters should provide details of any MRU requirements prior to release of the RFT. The clauses included in Attachment R are not restrictive, and are intended as a starting point for further development. These clauses should be reviewed, amended, and expanded as necessary.

1. Introduction

The purpose of this Attachment R is to detail the requirements for the management, training and utilisation of Members Required in Uniform (MRU) under the Contract.

The Contractor and Commonwealth agree that the overall objective of MRU is to ensure the long-term capabilities of the ADF, enabled through the development of knowledge, skills and experience of Defence Personnel gained through their placement with the Contractor under the Contract. MRU skills and experience are typically fostered in order to provide deployable support to ADF operations during times of Contingency. Specifically, for the **[INSERT MISSION SYSTEM OR CAPABILITY]**, the objectives of MRU are as follows:

**[INSERT BRIEF DESCRIPTION OF OBJECTIVE]**; and

**[INSERT BRIEF DESCRIPTION OF OBJECTIVE]**.

The Contractor and Commonwealth further acknowledge that the objectives set out in clause 1.2 will be achieved by placing Defence Personnel within the Contractor’s work teams.

References to Contractor in this Attachment R are to be read as including references to an Approved Subcontractor when the MRU are appointed to work with an Approved Subcontractor.

1. MRU Composition and tenure

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

Note to drafters: Table 1 should be populated to describe the composition of the MRU. If the scope of support is unknown (ie, support for a new system) and the composition of the MRU is unclear, the following note to tenderers should be included; otherwise, it should be deleted.

Note to tenderers: The proposed MRU composition is based on an estimated scope of future support requirements and may be revised during negotiations for any resultant contract.

Table 1: MRU Composition and Tenure

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Specialisation /  Trade / Skill Category | Trade Skill Level (Rank) | Strength (routine) | Tenure | Strength (contingency) |
| 1. [eg, Electonics Technicians] | 1. [eg, Trade Supervisor (CPL / LS)] |  | 1. [eg, 2 years] |  |
|  | 1. [eg, Technician (LCPL / LAC(W) / AS)] |  | 1. [eg, 2 years] |  |
|  | 1. [EG, Fitter / Apprentice (PTE / AC(W) / SMN)] |  | 1. [eg, 6 months] |  |
|  |  |  |  |  |
|  |  |  |  |  |
| 1. Other | 1. Engineer |  |  |  |
|  | 1. Logistics Officer |  |  |  |

Table 1 Notes:

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

Note to drafters: This section should be further developed to describe the management of MRU from a contractual and human resources management perspective.

* 1. Commonwealth MRU Manager

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

The Commonwealth MRU Manager shall be responsible for:

coordinating the allocation of the MRU to the Contractor;

military-unique administration and discipline for the MRU; and

**[DRAFTER TO INSERT]**.

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

**[DRAFTER TO INSERT ANY ADDITIONAL REQUIREMENTS]**.

* 1. Contractor MRU Manager

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

The Contractor MRU Manager shall be responsible for:

overall management and utilisation of MRU within the Contractor’s organisation;

ensuring that MRU are trained and employed on tasks that develop, reinforce and enhance their knowledge and skills consistent with the objectives set out in clause 1.2;

day-to-day tasking and supervision of MRU; and

**[DRAFTER TO INSERT]**.

**[DRAFTER TO INSERT ANY ADDITIONAL REQUIREMENTS]**.

* 1. Issues Management

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

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

* 1. Commonwealth Policy

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

1. MRU Duties and Activities

Note to drafters: This section should be further developed to describe the duties and trade-related tasks to be undertaken by the MRU. Where suitable, drafters may include duty statements and job specification as annexes, provided that these are not overly restrictive and would result in underutilisation and restrict MRU from gaining suitable experience.

* 1. MRU Tasking

MRU may:

be employed on all tasks for which they are qualified;

be employed on tasks for which competencies and authorisations have not yet been achieved, while under the supervision of a person authorised to supervise trainees undertaking those tasks; and

be employed in a mixed (civilian/military) or separate (MRU only) teams.

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

* 1. Areas of Utilisation

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

**[DRAFTER TO INSERT]**,

**[DRAFTER TO INSERT]**, and

**[DRAFTER TO INSERT]**.

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

1. Supervision of MRU

Note to drafters: This section should be further developed to describe the supervision of MRU in their utilisation and day-to-day work activities.

* 1. Induction

As part of induction of MRU, the Contractor shall interview all MRU to confirm existing qualifications, competencies and training needs.

The Contractor shall provide induction training / briefings to MRU that includes:

an introduction to the Contractor’s organisation;

the Contractor’s procedures and documentation relevant to the duties of the MRU;

an introduction with the Contractor MRU Manager and on-site supervisors;

the Contractor’s WHS Management System;

emergency procedures;

security requirements and procedures;

administrative work procedures; and

**[DRAFTER TO INSERT]**.

The Contractor shall invite the Commonwealth MRU Manager to provide a briefing at the induction training / briefings held in accordance with clause 5.1.2.

The Contractor shall organise all access passes, identity cards and other Contractor requirements that may be necessary to allow the MRU to access their workplace.

* 1. Routine Supervision

The Contractor shall provide routine supervision of the MRU as applicable to their duties and work activities with the Contractor.

The Contractor may give MRU supervisory responsibilities for Contractor personnel and other MRU within the area of their responsibility, qualifications and competence.

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

1. Training Development and Personnel Administration

Note to drafters: This section should be further developed to describe requirements for Training administration and personal administration of MRU. Clause 8 of the SOW and the Training DSDs address the assessments reporting, issuing certificates and, when applicable, carrying out responsibilities of an RTO. Accordingly, this clause need only reflect requirements particular to the MRU.

* 1. Training and Skills Development

Note to drafters: Insert details of any trade-specific Training to be provided to MRU during their tenure with the Contractor. This should not include general training or briefings (eg, site safety briefings) but only Training related to the development of trade skills. Details for these Training courses should be included in DSD-TNG-DEL. If there are no specific courses to list, amend the following clauses to refer only to the objectives set out in clause 1.2 (ie, delete words after clause 1.2, including the draft subclauses and delete clause 6.1.2).

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

**[DRAFTER TO INSERT TRADE CATEGORY / LEVEL]**:

**[DRAFTER TO INSERT COURSE NUMBER / NAME]**; and

**[DRAFTER TO INSERT COURSE NUMBER / NAME]**,

**[DRAFTER TO INSERT TRADE CATEGORY / LEVEL]**:

**[DRAFTER TO INSERT COURSE NUMBER / NAME]**; and

**[DRAFTER TO INSERT COURSE NUMBER / NAME]**.

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

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

* 1. Records of Training and Competency

Note to drafters: Include details for updating or providing information to update, as applicable, Defence training and employment records for individual members of the MRU.

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

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

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

* 1. Personal Performance Appraisals

Note to drafters: Insert details of Contractor assistance with information to inform personal assessments and appraisals, appraisals by immediate (Contractor) supervisors, or facilitating appraisals by the Commonwealth MRU Manager, as applicable.

**[DRAFTER TO INSERT DETAILS]**

1. Work Routine

Note to drafters: This section should be used to describe working conditions and entitlements such as hours of work, leave entitlements, etc. The following example clauses should be considered as a starting point for further development.

* 1. Working Hours

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

Note to drafters: Insert applicable details and make amendments as appropriate.

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

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

Subject to clauses 7.1.1 and 7.1.2, MRU will be available to work at the Contractor’s premises for, on average, 37.5 hours per week on Working Days between 0700 hours and 1700 hours. MRU will, as far as practicable, work no more than eight hours per Working Day. MRU are entitled to a main meal break of between 45 and 60 minutes, and two shorter breaks during a Working Day, sufficient to promote healthy working conditions.

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

* 1. Working Dress

MRU are to wear working dress uniform while working at the Contractor’s premises unless:

working dress uniform is incompatible with and/or limits the effectiveness of personal protective equipment; or

otherwise agreed or directed by the Commonwealth MRU Manager.

1. MRU Entitlements

Note to drafters: In further developing this section, drafters should be aware that MRU entitlements are cross-referenced from clause 3.10 of the COC – hence it is useful to keep them under the one heading.

* 1. Time in Lieu

Note to drafters: Include and amend, or delete, as applicable. The number of hours should match clause 7.1.4.

Where a member of the MRU is required to work in excess of 37.5 hours per week, the member will be compensated on a one-for-one basis (ie, one hour off for each hour worked in excess of 37.5 hours per week) (**time in lieu**).

The Contractor MRU Manager shall keep a record of the hours worked by each of the MRU and make this record available to the Commonwealth MRU Manager upon request.

The Commonwealth MRU Manager shall be responsible for granting time in lieu, which will be granted in consultation with the Contractor MRU Manager.

The Contractor shall plan work by the MRU to minimise the accumulation of time in lieu and, unless otherwise agreed by the Commonwealth MRU Manager, ensure that no more than 16 hours of time in lieu is accrued by any member of the MRU.

* 1. Leave Entitlements

The Commonwealth MRU Manager shall be responsible for granting annual leave, which will be granted in consultation with the Contractor MRU Manager.

Note to drafters: Amend the following where sick leave and compassionate leave may also be granted by, for example, the Contractor MRU Manager or the most senior available MRU.

The Commonwealth MRU Manager shall be responsible for granting sick leave and compassionate leave, when applicable, and will inform the Contractor MRU Manager of the absence as soon as practicable.

Note to drafters: Insert details of any further leave provisions applicable to the MRU (eg, study leave).

**[DRAFTER TO INSERT DETAILS]**

* 1. Access to Contractor Staff Facilities

The Contractor shall ensure that the MRU have access to the Contractor’s ICT systems that are appropriate to the performance of their duties.

The Contractor shall provide the MRU with access to the Contractor’s canteen, recreational, and other facilities, as available to Contractor staff of equivalent status.

1. Work Health and Safety

Note to drafters: The following clauses should be reviewed, amended, and expanded as necessary to address WHS requirements for the MRU. Refer to clause 11.4 of the COC and clause 12 of the SOW for standard Contract requirements regarding WHS, including for Commonwealth Personnel on Contractor Premises.

* 1. General Requirements

The Contractor shall provide a safe working environment for the MRU in accordance with clause 12.3.3 of the SOW.

The Contractor shall provide the MRU with all safety-related training and briefings as may be reasonably required to ensure the health and safety of the MRU when undertaking duties and attending the Contractor’s workplace(s).

The Contractor shall be responsible for providing suitable personal protective equipment as may be required by the MRU to undertake their allocated tasks with the Contractor.

The Contractor shall provide the MRU with access to all WHS procedures, safety risk assessments, Hazardous Chemicals data, and all other WHS-related information as may be required by the MRU to undertake their allocated duties and tasks with the Contractor.

The Contractor shall not appoint MRU as WHS representatives for mixed (civilian and military) work teams but MRU may be invited to contribute to WHS working groups.

* 1. Incident Reporting

In the event of a Notifiable Incident involving MRU, the Contractor shall:

immediately notify the Commonwealth MRU Manager or, if the Commonwealth MRU Manager is not immediately contactable, the most senior available member of the MRU; and

report the Notifiable Incident in accordance with clause 12.4 of the SOW.

* 1. Drugs and Alcohol

MRU shall not be subject to Contractor drug and alcohol testing programs without the prior written agreement of the Commonwealth MRU Manager. Any drug and/or alcohol testing of MRU that has been agreed by the Commonwealth Representative shall only be carried out in a manner consistent with Commonwealth policy (refer DI, PPL3 and PPL4 and MILPERSMAN Part 4) and as directed by the Commonwealth MRU Manager.

If any of the MRU are found to be affected by non-prescription drugs or alcohol, the Contractor shall be immediately refer the matter to the Commonwealth MRU Manager.

1. Financial
   1. MRU Credits (Optional)

Note to drafters: Table 2 is to capture the amounts credited to the Commonwealth for the work undertaken by the MRU. The first two columns of the table should match those in Table 1.

For tender purposes, the drafter may wish to include a copy of Table 2 in TDR D, with a requirement for tenderers to populate the table.

MRU credits are optional. In assessing if MRU credits should be included in the Contract, the drafter should have regard to the number of MRU, the Training Services to be provided to MRU, MRU staff turn-over and the benefit the Contractor is expected to obtain from having the MRU after their training. ,

The Contractor shall, in accordance with clause 3.10 of the COC, credit the Commonwealth for the hours worked by the MRU at the credit rates listed in Table 2.

Table 2: MRU Credit Rates

|  |  |  |  |
| --- | --- | --- | --- |
| Specialisation /  Trade / Skill Category | Trade Skill Level (Rank) | MRU Credit Rate / hour (ex GST) | MRU Credit Rate / hour (inc GST) |
| 1. [eg, Electonics Technicians] | 1. [eg, Trade Supervisor (CPL / LS)] |  |  |
| 1. [eg, Technician (LCPL / LAC(W) / AS)] |  |  |
| 1. [eg, Fitter / Apprentice (PTE / AC(W) / SMN)] |  |  |
| 1. Other | 1. Engineer |  |  |
| 1. Logistics Officer |  |  |